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The Solicitors' Journal.

LONDON, MARCH 12, 1864.

ALTHOUGH THE SESSION OF PARLIAMENT has already lasted long enough to give the Government an opportunity of introducing any bills for the amendment of the law, no sign has yet been given of any intention to do so. It has been rumoured that the Lord Chancellor is about to bring in a bill for the purpose of conferring upon County Court judges a large jurisdiction in Equity, but no such bill has yet made its appearance. It has also been said that his Lordship intends to propose the transfer of the business of the Middlesex Registry Office, to the Land Registry Office, Lincoln's-inn-fields. We are not aware, however, whether there is any foundation for the statement. There has been a good deal of disappointment at the delay which has taken place in bringing forward the measure for giving effect to the recommendation of the Concentration of Courts Commissioners, but it is expected that the necessary bills for this purpose will be laid before Parliament after the Easter recess. On Thursday evening last Mr. William Cowper stated that he would shortly bring the subject forward in the House of Commons.

THE COURT OF CHANCERY is no longer open to the reproach of unreasonable delay in its proceedings. The paper of causes and the paper of appeals hardly keep pace with the despatch of business. The Master of the Rolls cleared his paper on Wednesday last, and, after disposing of a few motions on Thursday, was able to rise before twelve o'clock, and did not sit again until to-day. The entire amount of work or business got through at the Rolls, especially in chambers, is enormous, as appears by the Official Returns, a compilation from which appears in our columns to-day.

THE CASE OF *Re Metcalfe's Will* which was decided lately by the Master of the Rolls, and subsequently upon appeal by the Lords Justices settles a question, which was very elaborately and learnedly argued in both courts, and which has long been considered doubtful if not obsolete. It is now certain law that since the Reformation a nun is not *civiliter mortua*, and therefore not legally disqualified from taking or holding property or dealing with it in such manner as she may think fit. Lord Justice Knight Bruce, in his judgment described the opposite contention as "sheer and absolute nonsense."

IN A CASE OF *Clement* v. *Clement and Thomas*, recently before the Court of Divorce, the Judge-Ordinary allowed the intervention of one of the public "not being the Queen's Proctor," although three months from the date of the decree *nisi* had expired, his Lordship being of opinion that it was competent to any one of the public "as well as the Queen's Proctor," to intervene at any time before the decree was pronounced.

A MEETING of the Department of Jurisprudence and Amendment of the Law of the Social Science Association will be held at 3, Waterloo-place, Pall Mall, on Monday next, the 14th inst., to receive the report of the sub-committee on the Law of Copyright, and to discuss the following resolution, which will be moved by Sir E. Eardley Wilmot, Bart.:—"That it is desirable to give a limited equity jurisdiction to local courts." The chair will be taken at eight o'clock.

INSURANCE COMPANIES' AMALGAMATIONS.

The Chancellor of the Exchequer, on Monday evening last, in his masterly speech on the present condition of Friendly Societies and Insurance Companies, touched upon a question which possesses considerable interest for lawyers, but which, until recently, has not received much consideration from our courts, either of law or equity. Mr. Gladstone drew a graphic picture of a helpless policy holder, whose only security for the payment of his policy, when it shall become due, is about to be swept away by the ingenious process which has of late become so well known under the name of "amalgamation."

I am sorry (he says) I am not able to open up all the mysteries of amalgamation, but this is a case which has been communicated to me upon the best authority. Suppose a person of small means, who is assured in a particular society, hears that it is going to amalgamate. What can he do? By what possibility can he make out a case against the amalgamation? How can he bear the cost of bringing the company to book with the uncertainty of proving that the amalgamation ought not to be allowed? You cannot resist an amalgamation.

These questions have been put by many thousand persons to themselves and their friends during the past ten years, without being able to receive any satisfactory answer, although two or three recent decisions in the court of chancery have gone some little way, in point of theory at least, to protect policy holders under such circumstances from the gross frauds to which they are peculiarly exposed. It is a general, if not an universal, provision in policies of assurance that the funds of the company shall alone be answerable for the claims of the assured, and that the directors and proprietors shall not be personally liable beyond the amount of their shares. It is settled law that a policy holder has not by virtue of a policy containing such a clause, any lien or specific charge upon the funds of the company, as he would have if, instead of a policy, he had an agreement with the company charging its property:—so that there is nothing to prevent the company spending the whole of the income which ought to be allowed to accumulate, to meet the accruing claims ; and a policy holder, even when it has become quite certain that the company is misappropriating his premiums, has no option but either to go on paying them, or to forfeit his policy. That is in itself a serious defect in the law of England, which loudly calls for remedy. It may be said that a company proceeding in this manner cannot go on very long, but it should be remembered that it is the peculiarity of insurance business that for many years it may go on spending a great part of its income without experiencing any pressure on account of claims falling due ; and, even when they become tronblesome, the case must be very bad indeed, and almost unprecedented, if another company, whose ruin is less imminent, though its actuarial position may be quite as insolvent, is not willing to accept a transfer of the assets and liabilities, even though the latter be far heavier than the former, and consist of little more than the premiums still receivable upon the transferred policies. There is nothing in our law to prevent the company to which the transfer has been made—or, rather more probably, its directors and officers—from spending extravagantly, or devoting to themselves, the premiums of the unfortunate policy holders for some years longer, until a new transfer becomes necessary to get rid of liability ; and, even at this advanced stage of risk, there need be no difficulty in procuring or in making a third company for this purpose. In such a case, the result to the unhappy policy holder, who goes on paying his premiums until there is no company to receive them, or until a winding-up comes, is certain, perhaps total, loss, and bitter disappointment at the wretched fruits of his long self-denial and prudent foresight. But the truth is, that upon each transfer of business, a large number of the policies are allowed to drop, because the policy holders have generally reason

to be very suspicious of the new company, and to be greatly dissatisfied with the whole arrangement; and, in this easy manner, a considerable proportion of liability is quietly got rid of.

But there is another class of cases which require to be separately considered. It may be said that a person who insures with a company without any accumulated fund, can hardly find fault with it for spending its income after the date of his policy, just as it did before. But when a man selects a company for the very reason that it has accumulated a large fund, sufficient, together with its income, to answer any demands that may be made against it—and when the company itself holds out this as the main inducement to the contract—it is a hard case if such a company can hand over its policy holders *en masse* to some other company affording inferior security in this respect, and thus enable the shareholders of the transferring company to divide among themselves a large portion of the very funds which for years was made the decoy for thousands of unsuspicious persons. But this very thing has been done in recent years more than once or twice, and there can be little doubt that the case is quite exceptional in which policy holders would have any means of preventing so great an injustice. By a fiction of law, every policy holder is supposed to have notice, if not expressly, at least constructively, of the provisions of the company's deed of settlement. This is certainly so in every case where the policy, upon the face of it, contains notice of the deed, and a *fortiori* where, as is not uncommon, the very fund to which solely, according to the contract, the policy holder is entitled to look, is expressed to be applicable to the satisfaction of any claims and demands against the company, "according to the provisions of the deed of settlement." It is equally well settled that, as to all companies constituted under the Joint Stock Companies Act, 1844, or 1862—both of which require the registration of the deed of settlement—the public is assumed to have full knowledge of the provisions embodied in those deeds. It makes no difference, that as a matter of fact, not one person in 10,000 who has anything to do with these companies in the ordinary way of business, ever takes the trouble to acquaint himself with what so plainly concerns him. In the eye of the law, whoever enters into a contract with one of these *quasi* corporations, is supposed to be acquainted with all its various powers and authorities—especially so far as the exercise of them might affect his interest. Such is the law, and he is bound by it; and, accordingly, there is hardly an insurance company of modern origin, which has not taken good care to bestow upon itself express power to transfer its business, without any regard to the approval or consent of the policy holders. They are, therefore, powerless, by the very terms of the bond, and may consider themselves very lucky if the clause in the deed, enabling the company to transfer its business, is honest enough to require any portion of the funds to be set aside to answer the prospective demands of the policy holders. The usual form, especially in modern companies, enables the transfer to be made upon obtaining from the directors of some other company, an *undertaking* to pay and satisfy the claims and demands of the transferring company, when they arise. Of course, this is easily to be had. There are many struggling companies, just as there are individuals, who would cheerfully undertake liabilities, any thing short of the National Debt, in consideration of a little ready money down, or of income payable quarterly or half-yearly, as most insurance premiums are. So it is thus quite possible, even for those prudent men who would scorn to assure with any other office than one which is backed by a big chest of sterling cash, to find themselves finally thrown into the clutches of a company with huge liabilities, and very questionable security.

For such a state of things there ought surely to be some remedy. That there is none is a scandal to our law. The evil is owing, as we think, to an unwise extension of the doctrine of constructive notice. Why should a policy holder be assumed to know when, in fact, he is wholly ignorant, that the company with which he is dealing has power, after he has been paying his premium for twenty or thirty years, to dissolve itself, and, after dividing amongst its shareholders the very fund which has been produced by the premiums to which he has contributed, to transfer its liabilities to any other company which it may choose to select? It is, certainly, an unreasonable and cruel answer to say, that he might have known of the existence of such powers, by having got his lawyer to peruse the company's deed of settlement before he took out his policy. Justice and the convenience of life alike require that the policy holder who is debarred of any remedy against the individual shareholders, and is confined to the funds of the company, should have a right to see that those funds are not misapplied or wasted. Indeed, in point of law—even as the law now stands—it might fairly be contended that there is an implied covenant to this effect in an ordinary policy. But if the deed contain an express power to amalgamate, without requiring any fund to be set apart for the security of the policy holders, it would no doubt be held to do away with the notion of any such implied covenant. In that case a policy holder would have no right either against the company or its shareholders, or against the fund itself, or against anybody or anything, but would be obliged to go on paying his future premiums to any other company which might be selected against his will, and he might be thus handed over from one to the other from year to year during the term of his natural life.

In the recent case of *Aldebert* v. *Leaf*, 12 W. R. 462, Vice-Chancellor Wood held that where the funds are being wasted, "contrary to the provisions of the deed of settlement," a policy holder might obtain an injunction to restrain the waste. In that case, however, the clause in the deed authorizing the dissolution of the company was framed with a greater regard to the interests and just rights of the policy holders than is common in modern deeds. It required that, previous to dissolution, a sufficient portion of the funds of the company should be set aside to meet its existing engagements It was contended on the part of the shareholders that this requirement was met by the transfer to another company of a sum sufficient, according to an actuarial valuation, to represent the liabilities under the policies which were proposed to be transferred. But the policy holders thought otherwise. They considered that the money ought to be "set apart" to answer their demands, and not to be mixed up with the funds of the other company, and this was the view taken by the Vice-Chancellor, and enforced by his decree. The case, however, turned, as we have said, upon the words of a clause in the deed of settlement; and we fear there are not many deeds of companies formed within the last twenty years, which exhibit such even-handed justice between proprietors on the one hand, and policy holders, on the other, as the deed which was the subject of consideration in the case of *Aldebert* v. *Leaf*.

ON CONDITIONS OF SALE.

When an owner of real estate desires to sell it, and has ascertained of what it consists, being able to give such a description of it (what it is *in fact* and in *law* he has to sell) so as to avoid the risks attending *mis*description, the next consideration which presents itself is the means at his disposal for proving his title to a purchaser; and as few vendors would be able conveniently to produce the evidence of a title absolutely perfect, it is always desirable beforehand to consider what requisitions a purchaser may be entitled to make, which the vendor might be unable, or find it inconvenient, to comply with. There are also various other matters besides the proof of title,

which it is desirable to deal with by the contract, but all may be classed under the four following general heads:—

1. Conditions relating to the title, and to the evidence in support of it.

2. Relating to the subject-matter itself—to the thing sold, its identity, quantity, physical character, &c.

3. To the period and conduct of the investigation of title.

4. To the conclusion of the transaction, either by its completion or annulment.

I. *Conditions relating to title and evidence.* Before the Statute of Limitations, 3 & 4 Will. 4, c. 27, a purchaser could demand a title commencing at least sixty years previously to the time of his purchase, and, notwithstanding that statute and the opinion of Lord St. Leonards, based upon its provisions, that it would have the effect of reducing the limit to fifty years, the general opinion has been that a purchaser, in the absence of any condition to shorten the period, is still entitled to require a sixty years' title in every case; and it was so expressly decided by Lord Chancellor Lyndhurst, in *Cooper* v. *Emery*, 8 Jur. 181 (A.D. 1844), 1 Phill. 388. It may happen, indeed, that a title shown even for this period would be insufficient to preclude the purchaser from requiring the title to be shown still further back. The purchaser, in the absence of any condition to the contrary, would have such a right where anything appearing in the abstract, or any fair inference to be drawn therefrom, suggested a defect in the previous title, and, therefore, it is nearly always advisable that there should be a condition making some particular instrument the *root* or *commencement* of title.

In the absence of such a condition, it is, sometimes, not easy to say how far back a purchaser might possibly be able to carry his requisitions. *Parr* v. *Lovegrove*, 4 Drew. 170 (V. C. K.), is a good illustration of the importance, not only of a stipulation that the vendor shall not be compelled to go beyond a particular instrument as a root of title; but, also, of considering what that instrument shall be—of having it free, in itself, from objection, or else, of providing that it shall not be objected to. There the vendor proved a title more than sixty years old, but it commenced by a *general* devise; and that was objected to as a root of title. However, a deed more than sixty years old recited the *seisin of the devisor*, and Vice-Chancellor Kindersley held that this circumstance, coupled with the continued possession, was sufficient *evidence* of his seisin. Nevertheless, it was there very much insisted upon by the purchaser that he was entitled to have an abstract beginning with a *deed* conveying the specific land in fee, or, at least, a *specific devise* identifying the land; and that a mere general devise was not a good root of title. There is, certainly, some colour for this contention in the authorities, but the Vice-Chancellor refused to consider the title bad on this ground alone. Yet, his Honour was of opinion that, under the cirumstances, the purchaser had a *right to inspection* of the earlier deeds in the vendor's possession; although he did not decide that the purchaser could insist upon having them *abstracted*.

One of the first things, therefore, for an intending vendor to consider, is the root of title; and it is nearly always advisable for him to specify some particular instrument for this purpose. But this would not, of itself, be sufficient, except to preclude the purchaser from the objection that it was *of less than sixty years date*. The condition should also preclude him from requiring *the production of*, or investigating or making any objection or requisition in respect of, the prior title, whether such prior title appear by recital, statement, covenant for production, or otherwise, or do not appear at all. If this precaution is not taken, the purchaser may object to any imperfection in the root of title, or may make requisitions based upon knowledge derived from other sources. But it is, of course, possible to frame a condition debarring the purchaser of his right to make *any objection or requisition whatever*, in respect of the title earlier than the period stipulated by the conditions for its commencement.

So much *for the period of investigation*. Now for the *evidences* of title.

Unless it be otherwise provided for by the conditions, a vendor is bound, as a rule, to produce, at his own expense, the *originals* of all deeds and other instruments necessary to verify the abstract—*i.e.*, to show his title. That is the rule; but there are some exceptions, and both rule and exceptions are conformable to the general law of evidence, which requires that the best evidence shall be produced—that is, the best which the nature of the case will admit of. In other words, no evidence will be sufficient which, *ex naturâ rei*, supposes still better evidence in the vendor's own possession or power. If, for example, he offers a copy of a deed or other instrument when he ought, in reason, to produce the original, this carries a presumption that there is something in the instrument that makes against the vendor, or else he would have produced it. That is the reason why the proof of a copy in such a case is not evidence, and why a purchaser, in the absence of a condition to modify his right, can insist upon the production of all original documents, subject only to the particular exceptions which are allowed by the rules of evidence. Thus, for example—as to these exceptions—where it can be shown that the deeds or documents were originally in existence, but that they have been lost or destroyed, they may be proved by secondary evidence; but, even in this case, it is necessary, in order to render copies admissible in evidence, to prove the execution and delivery of the originals, which, of course, might often be a matter of great difficulty, where the witnesses are unknown. As Lord Lyndhurst observed, in *Bryant* v. *Busk*, 4 Russ. 4,—"Every vendor must necessarily be bound to furnish the purchaser with the means of asserting his title and defending his possession. The title deeds are the ordinary and primary means for that purpose. If the primary means do not exist, there may be secondary means to the same end. There may be means of proving what were the contents of the deeds, and that the deeds were duly executed and delivered. Assuming that the abstracts duly and fully prove the contents of the deeds, yet it remains to be proved that such deeds were duly executed and delivered; and the vendor must furnish the purchaser with the means of such proof; and, it being admitted that no such proof can be furnished, the purchaser is entitled to be discharged."

Copies of court roll, and such *instruments as are of record*, are also exceptions to the general rule, which requires the production of originals, because copies of court roll and instruments of record are sufficient for all purposes of evidence, and are the most convenient mode of proving the original enrolment or record; and the same reasons against resort to secondary evidence generally do not apply in any such case. It is presumed that the proper officers of courts make up their records accurately, and keep them from being tampered with; and, moreover, they are kept in a known place, so that any person may inspect them, and, if necessary, test the accuracy of copies.

With such and other similar exceptions, however, a purchaser has a right to require the production of original documents in all cases; and not only is he entitled to their production and inspection, but it is often a question whether, by force and operation of the conveyance to him of the inheritance, he would not have also a right to their *possession*. The rule is that the person who is entitled to the land has a right to all the title deeds affecting it. With certain exceptions the purchaser is entitled, upon completion of the conveyance and payment of the purchase-money, to all deeds and other muniments of title which are in the possession or power of the vendor. The first exception to this rule is one that is sanctioned rather by the practice of conveyancers and the authority of text writers, than by legal principles or judicial decisions. It is where the purchaser buys only a part of the estate

comprised in the title deeds, and a part either remains in the vendor, or is sold to another purchaser. The practice is in the absence of agreement for the holder of the portion of largest value to take the deeds and covenant for their production. But, in the absence of clear judicial authority (sanctioning this common practice of conveyancers), it is of course always advisable to provide by the conditions that the vendor or some other purchaser, shall retain the title deeds which *prima facie* any purchaser of a part of the lands comprised in the title deeds might be entitled to claim.

But, even where the deeds themselves are not to be delivered up to the purchaser, he is, in the absence of stipulation, entitled to require attested copies at the vendor's expense, and also at his expense, to a covenant for the production of the originals; for, in any litigation with strangers, attested copies would of course be not receivable as evidence. It is obvious, therefore, that, considering the state of some titles, it is sometimes prudent, and even necessary, for the vendor to restrict by suitable conditions of sale, these wide and diversified rights of a purchaser; and one of the commonest modes of so doing is by inserting a condition that the vendor shall not be bound to produce any original deed or other document not in his possession, and set forth in the abstract, and that the expense of all attested copies of deeds and covenants for their production shall be borne by the purchaser, and that recitals of descents, deaths of parties, payment of money, heirships, intestacies, and other facts and matters in deeds or court rolls thirty (or sometimes twenty) years old and upwards, shall be deemed sufficient evidence of such facts and matters; and, according to the peculiar circumstances of the title, it is sometimes advisable, by the conditions, to throw upon the purchaser the expense of the examination of all deeds and muniments of title, not in the vendor's possession, and of any travelling or other incidental expenses attending the examination of them. Care must be taken, however, that in framing conditions intended to avoid trouble and vexation, there is no concealment of any instrument material to the title, or any incumbrance upon it.

By section 24 of the Trustee Relief Act, 22 & 23 Vict. c. 35, it is provided that any seller or mortgagor of land conveyed to a purchaser, or the *solicitor* or agent of any such seller or mortgagor who shall, after the passing of the Act, *conceal any settlement, deed, will, or other instrument*, material to the title, or any incumbrance, from the purchaser, in order to induce him to accept the title offered or produced to him, with intent, in any of such cases, to defraud, shall be guilty of a misdemeanour, and shall also be liable to an action for damages at the suit of the purchaser or mortgagee, or those claiming under them, for any loss sustained in consequence of such concealment; and in estimating such damages regard is to be had to expenditure, by purchaser or mortgagee, in improvements on the land. Concealment here probably would include wilful omission to disclose. Even where there was a condition providing that no evidence of title beyond a certain date should be required by the purchaser, the vendor or his solicitor might be liable to the penalties of this statute if he concealed antecedent defects.

So far we have been considering conditions in relation to the first class mentioned—viz., the evidence of title which a purchaser is entitled to demand, and a vendor, in the absence of stipulation, is bound to adduce in the sale of real estate of freehold tenure. Enfranchised copyhold lands, lands held under an inclosure Act, leaseholds, reclaimed waste, lands held under an exchange, and some special kinds of freehold, which (in respect of title) may be regarded as exceptional, severally require separate consideration, and they are now mentioned merely for the purpose of calling attention to the fact of their peculiarity.

(*To be continued.*)

THE GOVERNMENT RAILWAY COMPANIES' BILLS.

(*Concluded from p.* 341.)

Construction of Railway.

The Railways' Clauses Acts shall be incorporated with the certificate, as the special Act, except as therein excepted, and except the provisions with respect to (1) the construction of the railway and works, so far as relating to the correction of plans, or to plans and sections of alterations; (2) the temporary occupation of lands near the railway during construction; (3) leasing the railway; (4) the provision for affording access to the special Act; and, subject to the following provisions:—(1) Nothing herein shall confer power for taking or using lands for deviation or other purpose, otherwise than by agreement; (2) the "datum line" shall be read as referring to the datum line described in the section approved of by the Board of Trade. The promoters may, with the Board's consent, make alterations in the deposited plan and section, the Board being satisfied that all parties interested in the lands consent. The railway shall be of four feet eight inches and a-half gauge, unless the certificate prescribe seven feet, or both gauges.

Security for Completion.

Before issue of the certificate, the promoters, unless they are an existing company possessed of a railway open for public traffic, shall pay as a deposit not less than eight per cent. of the expense of construction into court. A warrant of the Board of Trade shall be sufficient authority for the payment, and for the officer to receive it, to be placed in account, according to the method for the time being in force: provided that, in lieu of payment, the promoters may deposit any funds on which cash under the control of the Court is permitted to be invested, or Exchequer Bills. The Court, on the depositor's application, may order the deposit fund to be delivered out, where the application for a certificate fails, to the applicants; where a certificate is issued, then to the applicants in any of the following events:—(1) if, within the prescribed time, or the *five* years, the company or persons complete the railway and open it for public traffic; or (2) if, within the same time, they (being a company) prove to the Board that half the nominal capital is paid up, and a like amount expended for the purposes of the certificate; or (3) if, after issue of the certificate, they deliver to the Treasury solicitor a bond with sureties (approved by him) for twice the amount of the deposit, conditioned for payment to the Queen of that amount, if the obligors do not so complete and open, or (being a company) so give proof to the Board. If the certificate is issued, then, in default of (1) the completing and opening, (2) the giving proof, (3) the delivering the bond, the deposit fund shall be forfeited to the Queen, to be carried to the consolidated fund. When a bond is given, the amount recovered thereon is to be paid into the Exchequer and carried to the same fund. The certificate of the Board that the aforesaid proof has been given, or that the application has failed, and the Treasury solicitor's certificate, that the bond has been delivered, shall be sufficient evidence. Issuing any warrant or certificate, or any error in it, shall not make the Board liable in respect of the deposit. Application to the court is to be made in a summary way. The Lord Chancellor, with the assistance of two equity judges, may make general orders. Where a certificate is obtained by an existing company possessed of a railway open for public traffic, then, if the company fails to complete and open the railway within the prescribed time, or the *five* years, the company shall be liable to a penalty of from £20 to £50.

Tolls.

Tolls may be taken according to schedules to this Act; the Board may vary the particulars in the schedule.

Application of General Railway Acts.

The enactments described in the schedule to this Act shall apply to the railway and the company or persons empowered by a certificate to make it, subject to the following variations and provisions [here follow variations and provisions for the purpose of adapting, in language, and otherwise, the scheduled enactments to the railway and to the company, or persons under a certificate].

Miscellaneous.

It shall not be obligatory on the Board to issue a certificate. Nothing in the certificate is to exempt the railway or the company, or persons, from the provisions of any general railway Act passed before the certificate, except a provision in the certificate referring to such Act; or to exempt from the provisions of any such general Act passed after the certificate, or from any revision, by Parliament, of the tolls. The provisions

of this Act for making a railway, shall apply to any work connected with it; but, where the work does not interfere with any public road or public property, and the promoters have the land required, the Board may dispense with the publication of notices and deposit of maps, plans, sections, and books of reference, and payment of money into court. The Board may issue a joint certificate to two or more companies or persons. The certificate, when obtained by an existing incorporated company, may authorise the raising, for the purposes of the certificate, of additional capital, by the issue of new shares, ordinary or preference, or by borrowing on mortgage, with power to issue debenture stock: in such cases the Companies' Clauses Acts shall be incorporated with the certificate, except as therein excepted, and the provisions for affording access to the special Act; and the restrictions by this Act on a company originally incorporated by certificate, as to the exercise of its borrowing power and the application of money, shall apply as to the additional capital, except as provided by the special Act or certificate. The Board shall not issue the certificate until satisfied that the members of the company have approved of the application, in like manner as, under the standing orders, their approval of a bill would be required. The Board is not to issue, without consent, a certificate abridging any right or privilege of any company or person by any local or special Act. Subject to the provisions of this Act, the Board may amend or revoke a certificate; it may, on the application of any company or person affected, correct error in a certificate. In any such case the Board may dispense with the publication of notices, and the deposit of maps, plans, sections, and books of reference; and the payment into court shall not be required. A copy of the *Gazette*, purporting to be printed by the printers of the *Gazette*, is to be conclusive evidence. The company or persons empowered by certificate are to keep at the head office copies of the certificate, printed by the *Gazette* printers, to be sold to all persons at not more than a shilling a copy, under a penalty of £20, and a further daily penalty of £5. Penalties under this Act or under a certificate, which are not otherwise provided for, are to be recovered and applied as under the Railways' Clauses Consolidation Act. The 7 Will. 4 & 1 Vict. c. 83, to compel clerks of the peace to take the custody of documents, shall apply to documents to be deposited by general rules under this Act. The Board of Trade may make general rules for executing this Act, which are to be published in the *Gazette*, and laid before Parliament. Not later than June, in each year, the Board is to lay before both Houses a report of applications and proceedings for the past year.

The Railway Companies' Powers Bill.

In the cases—I., where a company is desirous that authority be given to it and another company to enter into an agreement with respect to the maintenance and management of their railways, the use and working of them, the tolls, the joint ownership and use of a station or work, or the separate ownership and use of parts of it; II., where a company is desirous of an extension of the time for sale of superfluous lands; III., where a company incorporated by special Act, or by certificate under The Construction of Railways' Facilities Act, 1864, is desirous of authority to raise additional capital, the company may (1) apply to the Board of Trade for a certificate; (2) publish notice of the application according to rules to be made by the Board. The Board is to consider the application, and, on being satisfied that the company has complied with the requirements respecting notice, may issue a certificate, in case I., that the companies are authorised to agree; in case II., that the time is extended; in case III., that the company is authorised to raise, for the purposes of the certificate, such additional money as therein limited, by the issue of new shares or new stock, either ordinary or preference, or partly so, and partly by borrowing on mortgage, at the company's option, or as may be prescribed in the certificate, and with power to create and issue debenture stock. In the certificate the Board may insert provisions and conditions for effectuating the purposes of the certificate in conformity with the objects of this Act. The certificate may be under this Act and the Facilities Act of 1864 jointly. There shall be incorporated with the certificate (which is for this purpose to be deemed the special Act) in case I., part 3 of the Railways' Clauses Act, 1863; in case III., the Companies' Clauses Acts, except as in the certificate may be excepted, and the provision for affording access to the special Act.

In case III. the company, whether incorporated by special Act, or certificate, or otherwise, shall (subject to exceptions in the special Act or certificate) be subject to the following restrictions [the same five restrictions as in the Facilities Act, 1864].

The certificate is to be published in the gazette of the part of the kingdom where the company's head office is, or, if two or more companies are empowered, then in one or more of the gazettes, according to the situations of the head offices.

The certificate is to have the same force as if its contents (taken in connection with this Act) had been enacted by Parliament; and its validity is not to be impeached on any ground. It is to be judicially noticed.

Nothing in the certificate is to exempt the railway or company from any general railway Act passed before the certificate, except a provision in the certificate referring to such Act; or to exempt from the provisions of any such general Act passed after the certificate, or from any revision by Parliament of the tolls.

It is to be the duty of the Board not to issue a certificate until satisfied that the like approval by the members of the company has been given to the application to the Board, as, if the company had been proceeding by bill, would have been required under the standing orders.

The provisions in relation to cases I. and II., respectively, are to extend to the proprietors of a railway, although not incorporated.

The remaining provisions are similar to those which follow the "Wharncliffe meeting" provision in the Facilities Act, with the omission of the clause relating to the clerks of the peace.

REAL PROPERTY LAW.

Election to take as land not converted.

Brown v. *Brown*, M. R., 12 W. R. 506.

The practice of framing settlements of realty, whether by deed or will, in the shape of settlements of personalty, though a trust for sale, where there is no intention of "making an eldest son," often results in raising, after the parents' death, a case of election, by the children, between the equitable and actual states of the property. The object of the trust being not to change the subject-matter into money, but to make more easy the disposition of it, as a provision for the family, and the time of the execution of the trust being placed under the check of parental consent, or left to the trustees' discretion when the childrens' reversion shall have fallen in, generally no sale takes place before an occurrence among the children of some death, or other event, renders necessary a determination whether the subject-matter be in equity real or personal. If a reversioner, a daughter, competent to elect when the life estates came to an end, has since done acts of doubtful import to election, and, after a lapse of time, marries, the question of realty or personalty will embarrass the title, so that, upon a sale by the trustees, their conveyance or a separate deed may require execution by the married woman and her husband, and her acknowledgment. Mere length of time, during which a *cestui que trust* has been competent to elect, induces a distressing amount of caution in an opinion on title: *Dixon* v. *Gayfere*, 17 Beav. 433. In this respect of time, the difference between a trust making a conversion and an ordinary power of sale will suggest itself to the reader, the trust throwing the burden of proof on the person who asserts that the conversion has ceased, the power throwing the burden on him who asserts that the power is subsisting.

Where, as in the present case, there are more children than one, or more beneficiaries than one are or would be entitled to the proceeds of the conversion, the proof of re-conversion is more difficult than when only one such person is concerned. The devise was to two trustees, upon trust, after the death of the tenant for life, to sell, and divide the proceeds between a son and two daughters. The tenant for life, though there was no leasing power in the will, demised for twenty-one years. Both the trustees died in his lifetime. The tenant for life died in March, 1859. After his death, the son received the rents until his death, and divided them between himself and his sisters. He died in September, 1862, intestate. There was some difficulty in finding who was the trustee

to sell. The question, raised in an administration suit, and argued on an adjourned summons, was between the son's heir and administrator. In such a case formerly, Lord Rosslyn attempted to establish a rule that property was to be taken as it happened to be at the death of the party from whom the representatives claimed; but Lord Eldon defeated the attempt by holding that, without some act, the property must be considered as being in the state in which it ought to be: *Kirkman* v. *Miles*, 13 Ves. 338. But in *Dixon* v. *Gayfere*, the Master of the Rolls seems to have thought that time (coupled with possession of the land) was sufficient to constitute the act. The Master of the Rolls there said, "slight circumstances are, no doubt, sufficient to raise this presumption (of re-conversion), and, in the absence of any other circumstances, the fact that a person did for a length of time preserve the property in its actual state will be sufficient to induce the Court to come to this conclusion."

In deciding whether there has been a re-conversion, no favour is shown to the heir. The Court holds an even hand between the real and personal representatives. A circumstance relied on to show re-conversion, and absent from the present case, is that the person to elect obtains the title deeds: *Davies* v. *Ashford*, 15 Sim. 42. The intestate did not apply for them. Again, receipt of the rents was held, in *Griesbach* v. *Fremantle*, 17 Beav. 314, to be a circumstance favourable to re-conversion; but in that case the receipt continued for sixteen years. In the present the Master of the Rolls, on this fact, observed, that the intestate, by agreement, received the rents for three and a-half years, but that was all. Also, the fact of no sale having taken place was accounted for by the difficulty of finding the trustee. On the whole, therefore, the lapse of time, amounting to three years and a-half only, the decision was against the heir.

COMMON LAW.

Liability of Railway Company as Carriers.

Gregory v. *The West Midland Railway Company*, 12 W. R. 528.

The efforts made by railway companies to escape the liability imposed upon them as carriers by the common law have been very persevering and ingenious. They have been met and in a great measure frustrated, by successive Acts of Parliament, and successive decisions of courts of law. We refrain from going into the earlier history of the contest. It will be sufficient to refer to the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31). This statute enacts that every railway company shall be liable, within certain limits, for any injury to animals travelling on the railway, which shall be occasioned by the neglect or default of the company or its servants, notwithstanding any notice, condition, or declaration made and given by such company contrary to or in anywise limiting such liability; every such notice, condition, or declaration being thereby declared null and void, with the exception of such conditions as a court of law should adjudge to be just and reasonable. The railway companies, as it appears, endeavoured to shelter themselves under this exception from any kind of liability whatsoever; and the courts, at first, appeared inclined to construe the Act in a manner very favourable to the companies.

Wise v. *The Great Western Railway Company*, 1 H. & N. 63, 6 W. R. 551, was a case in which injury had been occasioned to a horse while under the care of the company. The person who sent the horse had previously signed a notice which was in the following terms:—"Notice.—The directors will not be responsible for d mage done to any horses conveyed by this railway." It was contended that the effect of the notice was to exempt the company from liability for the injury to the horse, but the Court decided that the notice, so signed, constituted a reasonable and valid contract between the parties, notwithstanding the Act above quoted; and that the railway company were, consequently, not liable for the injury occasioned to the horse while in their hands.

This decision was followed in *Harrison* v. *The London, Brighton, and South Coast Railway Company*, 31 L. J. Q. B. 113. However, in *M'Manus* v. *The Lancashire and Yorkshire Railway Company*, 4 H. & N. 327, 7 W. R. 547, the Court of Exchequer Chamber held that a special contract that "the company would not be responsible for any injury or damage (howsoever caused) occurring to live stock of any description travelling upon the railway," was void. Other cases occurred, to which we have no space to refer; but, finally, the question came before the House of Lords in *Peek* v. *The North Staffordshire Railway Company*, 11 W. R. 1023, which was heard by their Lordships with the assistance of the judges. This was a case of injury to marble chimney-pieces; and a notice had been given to the sender that the company "would not be answerable for loss or injury to marbles unless declared and insured according to their value." The marbles were sent uninsured. The House of Lords, however, expressly decided, Lord Chelmsford dissenting, that the terms of the notice were unreasonable, and, therefore, contrary to the Railway Traffic Act, 1854. The Lord Chancellor, in delivering the judgment of the majority of the House, says,—"If the present condition were embodied in a contract between the company and the owner of the goods, the necessary effect of such a contract would be, that it would exempt the company from responsibility for injury, however caused, including, therefore, negligence, and even fraud or dishonesty, on the part of the servants of the company. For the condition is expressed without any limitation or exception. I am, therefore, of opinion that the condition insisted upon by the company is a condition which, would have been the duty of a court or judge to hold to be neither just nor reasonable."

In the present case the facts were as follow:—The plaintiff delivered to the defendants some cattle to be carried to Newport, and signed a ticket containing the following condition:—"They (the company) are to be free from all risk or responsibility with respect to any loss or damage arising in loading, &c., or from any other cause whatsoever, it being hereby agreed that the same is to be carried at the owner's risk." There was a further condition requiring the owner to see to the efficiency of the waggon. The owner never looked at the waggon at all. The waggon was unfit for the purpose of conveying cattle, and one of the cows jumped out and was killed. The judges of the Court of Exchequer stated, that personally they adhered to the opinion, which they had previously expressed in similar cases, that the conditions were valid, notwithstanding the Act; but that they were compelled to bow to the decisions of the Exchequer Chamber and the House of Lords, referred to above, and they, therefore, held that they were obliged to decide the point whether the conditions were reasonable or not, and that these conditions were unreasonable, and were, therefore, made void by the Act, and that the plaintiff was consequently entitled to recover the value of the cow. Baron Martin quoted, as an authority conclusive on the present case, the remarks of Mr. Justice Williams in *M'Manus* v. *The Lancashire and Yorkshire Railway Company*,—"It is unreasonable that the company should stipulate for exemption from liability from the consequences of their own negligence, however gross, or misconduct, however flagrant; and that is what the condition in question professes to do."

The Court appears to have had no choice in the matter, though they obviously decided with great reluctance. Baron Bramwell, in his judgment in the present case, comments on the difficulty, which a court of law must experience in deciding whether a bargain between two people is reasonable or unreasonable, and gives his opinion that there can be no general rule on the point, but that each particular case must be decided on its own merits. This appears to be the state of

the law at present; but it is evident that railway companies must for the future keep clear of conditions of such a very comprehensive and unqualified description, as those upon which the above decisions have occurred.

COURTS.

HOUSE OF LORDS.

March 8.—The noble and learned lords present this morning were the Lord Chancellor, Lord Cranworth, and Lord Chelmsford.

Lautour v. *Her Majesty's Proctor.*—This was an appeal from a decree of the late Judge-Ordinary of the Divorce Court.

Sir Hugh Cairns and Mr. *Richard Searle* were counsel for the appellant; and *The Solicitor-General* and Dr. *Spinks* represented the respondent.

The questions involved in this case were—first, whether, under the circumstances of the case, the Court below had any discretion to decree a divorce when the petitioner had been guilty of adultery since the alleged adultery of his wife, or, if so, whether such discretion had been properly exercised in the present case; and, secondly, whether the Court below had power to award costs to the Queen's Proctor intervening in a case where he could only establish subsequent adultery, and not collusion. It appeared that in 1826 the appellant, who was then a Colonel, and who is now a General in her Majesty's service, was married to Une Cameron Barclay Innes. In 1832 they went to Boulogne, where the appellant was thrown into prison for debt, and while he was confined a Mr. Weston seduced his wife. Mr. Weston and Mrs. Lautour had since continued to live together as man and wife. In January, 1834, the appellant brought an action for *crim. con.* against Mr. Weston and recovered £1,500 damages, but did not get the money. Since that time the appellant had been unable to apply for a private Act of Parliament for a divorce, but in 1838 he had obtained a divorce *a mensâ et thoro* in the Arches Court, and in 1861 he applied to the Court for Divorce and Matrimonial Causes for a dissolution of his marriage. In May of that year the Queen's Proctor intervened, on the ground that the appellant had for the last twelve years been living in adultery. The court below thereupon dismissed the petition, and awarded costs to the Queen's Proctor as against the petitioner. Hence this appeal.

At the conclusion of the arguments on behalf of the appellant,

The LORD CHANCELLOR was of opinion that the Court below had no discretion but to dismiss the appeal, under the provisions of the Divorce Act of 1857, the appellant having been guilty of adultery. On the question of costs, however, he thought the Court below had no power to award costs to the Queen's Proctor when no collusion was established.

Lord CRANWORTH and Lord CHELMSFORD thought the Court had a discretion, and had properly exercised it. They agreed with the Lord Chancellor on the question of costs.

Decree of the Court below varied accordingly.

BANKRUPTCY COURTS.

(Before the LORD CHANCELLOR at Lincoln's-inn.)

March 5.—*Re Johnson.*—This was an appeal from a decision of Mr. Commissioner Fane, refusing protection to the bankrupt on the ground that he had put his creditors to unnecessary expense by a frivolous defence to an action.

Mr. *Sargood*, who appeared for the creditors in support of the commissioner's order, said he felt it his duty to draw his Lordship's attention to the fact that the bankrupt, though a solicitor, was allowed to petition *in forma pauperis*.

Mr. *Watson*, for the bankrupt, said the petitioning creditor, Miss Kitty Stewart, could not appear, unless through her next friend, as she was only seventeen years of age.

The LORD CHANCELLOR.—I cannot inquire into the lady's age. You have served a notice on her as capable of being a respondent; and she can therefore come into the court as an applicant. At the same time it would be hard to say that a bankrupt cannot come here unless he deposits £20. This man can only be dispauperised by showing the property, which he must give up to the official assignee.

Mr. *Sargood* said it would be hard on the other suitors of the court if a man could accumulate wealth, and at the same time seek release from his obligations without giving any security for costs. Mr. Johnson was a solicitor actually in practice, and it would not be just to allow him to come here as a pauper. In the affidavit filed to support the application to petition *in forma pauperis*, Johnson represented himself as possessed of no property of the value of £5, except his wearing apparel. But there was an affidavit on the other side, which showed that he had paid the certificate duty as an attorney on the 31st of December last, and that he had issued writs during the present year, for which he was entitled to his costs.

Mr. *Watson*, in reply, read an affidavit that the appellant had not realised any assets from the suits which he had conducted, and that since his release from prison in October his professional profits had not amounted to £10.

The LORD CHANCELLOR said he did not know how he had come to make an order allowing this man to sue *in forma pauperis*. If he had known the circumstances he would not have made it until after an application in open court. If such an order could be made, of course he did not see how he was to refuse to make it to every bankrupt. It was a contradiction in terms to allow a bankrupt to sue *in forma pauperis*, for he must sue *ex necessitate* as a pauper or else be a dishonest man. He could not let this case go on in its present shape, but he would require the appellant to deposit £10, and would give him protection for a fortnight to allow this to be done.

(Before Mr. Commissioner GOULBURN.)

March 9.—*In re Francis John Rice.*—The bankrupt, an attorney of Duke-street, Adelphi, obtained an immediate order of discharge.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

(Before Sir J. P. WILDE.)

March 8.—*Stone* v. *Stone and Brownrigg.*—In this case the Court had pronounced a decree absolute for the dissolution of the marriage, at the instance of the husband, on the 12th of February, 1863, and the respondent had since married the co-respondent. The case had since come before the Court upon an application by the petitioner for an order as to the disposition of some settled property, and of some property belonging to the respondent.

The Queen's Advocate and Dr. *Swabey* appeared for the petitioner; Mr. *Karslake*, Q.C., for the respondent.

His LORDSHIP, who had taken time to consider his decision, now ordered that as to a sum of £8,278, which was settled by the petitioner on himself for life, and then upon the respondent for life, and then for the benefit of the children, the settlement should take effect as if the respondent were dead. As to a sum of £1,000, which was to come into the possession of the respondent under her father's marriage settlement, in the event of her father not otherwise disposing of it before his death, the Court declined to make any order, as it was not property either in possession or in reversion within the meaning of the 45th section of the Divorce Act. There was also a sum of £1,000 Caledonian Railway Stock, purchased with money to which the respondent had become entitled since her marriage. By a deed of separation this sum had been invested in trustees for the benefit of the husband for life, then of the wife for life, and lastly of the children. The deed contained a proviso that in the event of the husband obtaining a divorce the trusts should cease and determine. This event having happened, the trustees had sold out the stock and paid it over to the respondent. He had no difficulty in holding that the deed was a post-nuptial settlement, with which the Court had power to deal, but as the trusts had all determined the Court could make no order respecting it. The order must be made accordingly as to the first-named sum and the costs of the application, as far as it had been successful must be paid by the co-respondent.

——· *Clement* v. *Clement and Thomas* (*Eames* intervening.—In this case a decree *nisi* was granted in November last for the dissolution of the marriage. Neither the respondent nor the co-respondent had appeared.

Dr. *Spinks* now moved to make the decree absolute. An appearance had been entered, and affidavits had been filed on behalf of William Eames, an innkeeper at Newport, where the parties resided, purporting to show cause against the decree. He submitted that, as the appearance had not been entered until after the expiration of three months from the date of the decree *nisi*, it was too late, the intervener being not the Queen's Proctor, but one of the public, and the affidavits ought not to have been received in the registry. He also read an affidavit from William Eames, stating that he had never instructed any

one to enter an appearance on his behalf. The affidavits themselves, which were made by the respondent, the co-respondent, and some other persons, disclosed no grounds on which the Court could abstain from pronouncing a decree, and the decree ought to be made absolute.

Mr. *Searle*, for the intervener, said that the affidavits disclosed facts which, if true, would disentitle the petitioner to the relief prayed—namely, that he had been guilty of misconduct, and, according to the statement of the co-respondent, of actual adultery, and also that he had induced the respondent to invite the co-respondent into her bed-room in order that he might have the opportunity of discovering him there, and giving him a beating. The intervention was not too late, as it was before the decree was made absolute. As to the affidavit of Eames that he had given no instructions for an appearance, time should be given to the attorney, who said he had been instructed by Eames, to answer it.

His LORDSHIP was of opinion that it was competent to any one of the public, as well as to the Queen's Proctor, to intervene at any time before the decree was made absolute. Without deciding any of the questions raised upon the affidavits, he should direct the motion to stand over until next week, in order to ascertain whether there was any intervener before the Court.

MIDDLESEX SESSIONS.

March 9.—The Assistant Judge, in the course of a trial of several prisoners for robbery, against whom there were twelve indictments, complained that a case of that magnitude, embracing so many indictments, and requiring the examination of twenty witnesses, should have been cast on the shoulders of the police, instead of being got up and conducted through a solicitor and counsel.

SPRING ASSIZES.

HOME CIRCUIT.

CHELMSFORD.

March 7.—The commission was opened in this town to-day by Chief Justice Erle. Only four causes were entered for trial.

HERTFORD.

March 3.—The commission was opened in this town to-day. The civil business was extremely light.

MIDLAND CIRCUIT.

DERBY.

March 4.—The commission was opened in this town to-day by Mr. Justice Byles. There were five causes entered for trial, two of which were marked for special juries.

NORFOLK CIRCUIT.

NORTHAMPTON.

March 9.—The commission was opened in this town to-day by Mr. Justice Blackburn.

NORTHERN CIRCUIT.

NEWCASTLE.

March 3.—The commission was opened in this town to-day by Mr. Justice Willes.

OXFORD CIRCUIT.

WORCESTER.

(Before Mr. Justice KEATING.)

March 5.—Thomas Clutterbuck, a solicitor, was indicted for a misdemeanour in unlawfully taking one Barbara Ellen Hopkins out of the possession and against the will of one William Smith, her grandfather, she being under sixteen years of age, to wit, of the age of thirteen years. This trial caused great excitement, and the court was densely crowded.

The subject of this inquiry, Barbara Ellen Hopkins, although represented as in her fourteenth year, is a well-grown young woman, and looks older than she really is. The accused had had professional transactions with her grandfather, with whom she lived, and had seen the girl frequently at her grandfather's house. The girl also had visited the defendant's servant at his house. In November last year, the accused, having first expressed his desire to put out the young girl to a dressmaker, asked her grandmother's consent for her to go to London with him, and, having represented that he would take her to a respectable woman's house, he obtained the grandmother's consent, but that of the grandfather had not been obtained. On the 23rd November, Clutterbuck, having previously given the grandmother and the girl money to buy clothes with, the latter was taken up to the Worcester railway station by a woman named Turner, and put into a railway carriage with Clutterbuck. On their arrival in London, they went to the house of Mrs. Childe, where rooms had been previously bespoken, and where they remained for a week, Clutterbuck taking the girl to the theatres and places of public amusement. Two bed-rooms were engaged, but the girl used to sleep with Clutterbuck until the woman of the house appears to have found it out, upon which another female slept with Hopkins. After a week they returned to Worcester, when a policeman met the girl at the railway station, and took her in custody to her grandfather.

His LORDSHIP, after hearing the evidence said the accused must be acquitted, as her grandmother had clearly been a consenting party to her going away. At the same time, he said, the conduct of the defendant had been disgusting, and that he ought to be thoroughly ashamed of himself.

WESTERN CIRCUIT.

DORCHESTER.

March 4.—The commission was opened in this town to-day, by Mr. Baron Bramwell. Only three causes were entered for trial.

EXETER.

March 8.—The commissions for holding the assizes for the county of Devon and city of Exeter were opened in this city to-day in the County-hall and in the Guildhall, by Mr. Baron Martin. The high sheriff was the Hon. Mark Rolle, who, accompanied by upwards 400 tenants and others on horseback, went in procession to receive the learned judges at the railway staion. So splendid a retinue has not been seen for years, but it was according to the ancient custom of paying respect as well to the high sheriff as to the legal representatives of the Sovereign. Mr. Baron Martin took his seat in the high sheriff's carriage, but Mr. Baron Bramwell, whose dislike to all form and ceremony is well known, walked quietly through the crowd to the judges' lodgings. His Lordship, however, afterwards went to the cathedral, and attended Divine service. Upwards of 400 of the Rolle tenantry sat down to an excellent dinner provided by the high sheriff. Only six causes were entered for trial.

March 9.—Mr. Sidney Gurney, the respected clerk of assize on this circuit, expired this afternoon, at the King's Arms, Dorchester. Mr. Gurney attended to his duties last week at Winchester. On Thursday he complained of a draught, arising from the windows being open at each end of the court. On Friday morning he suffered from a sore throat, and sent for a medical man, but he then proceeded to Dorchester. On Saturday, finding himself not better, he sent for a medical man there, but no danger was apprehended, and he expressed his intention of being in court on Monday. On the Sunday he was worse, and another medical man was called in, and they both said there was no immediate danger, but Mrs. Gurney was written to. On the Monday morning a telegram was sent to Mrs. Gurney, who arrived in Dorchester in the course of the evening, accompanied by Mr. Gurney's own medical man, from Brighton. Mr. Gurney was better on Tuesday, but this morning a telegram was received that he had passed a restless night, and was not so well, and, after three o'clock to-day, a telegram was received here that he had breathed his last. He is universally regretted. He was the son of Baron Gurney, and the brother of the Recorder of London.

APPOINTMENTS.

Mr. RICHARD PRALL, Jun., of Rochester, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, in and for the county of Kent. Mr. Prall has also been appointed a commissioner to administer oaths in the High Court of Chancery in England.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, March 4.

CHIEF CLERKS IN CHANCERY.

The LORD CHANCELLOR brought in a bill to amend an Act passed in the year 1860 authorizing the appointment of an additional chief clerk in the court of the Master of the Rolls. The noble and learned lord stated that the gentleman who was appointed in that year had ever since performed his duties zealously and laboriously. He had recently been promoted to a higher grade, and as he was named in the Act of Parliament and there was no provision made for appointing a successor, this Bill was necessary to enable the vacancy to be filled up. That it was requisite that such a step should be taken would be obvious to their Lordships, when he stated that of 41,300

appointments in chambers in the year 1862-63, 16,900 were disposed of in the chambers of the Master of the Rolls.

The bill was read a first time.

HOUSE OF COMMONS.

Friday, March 4.

Charity Commission.

Mr. Ferrand gave notice that after Easter he would move for a select committee to inquire into the construction and expense of the working of the Board of Charity Commissioners.

Legislation of South Australia.

Mr. Childers asked the Under-Secretary of State for the Colonies whether any despatch had been recieved by a recent mail from South Australia intimating that Mr. Justice Boothby (one of the judges of the Supreme Court of that province) had decided that all local legislation of the colony since 1850 was invalid, and had on that ground refused to administer one of such Acts; and, if so, what course her Majesty's Government intended to take to remedy the evils which must arise from such a decision.

Mr. C. Fortescue said news to the effect stated by the hon. gentleman with respect to Mr. Justice Boothby had reached the Colonial-office. But the decision of Mr. Justice Boothby was of the less importance seeing that it was not concurred in by his two learned brethren, the Chief Justice and the other puisne judge. His noble friend the Secretary of State was quite aware of the importance of settling any doubts which might have arisen on the subject, at rest, and he had it in contemplation to introduce a measure with that object.

Tuesday, March 8.

Parliamentary Counsel.

Colonel W. Patten said he had received a communication from Mr. Hope Scott in reference to the statement made a few evenings since by the right hon. gentleman the President of the Board of Trade, to the effect that in future any counsel appearing before private bill committees, might do so for a sum not less than fifteen guineas, and informing him that for the future the sum required to be paid to Parliamentary counsel need not exceed ten guineas. He desired to ask the right hon. gentleman whether he had received a communication to a similar effect.

Mr. M. Gibson.—I have received no communication on the subject, but I received a document which was put into my hand by an influential member of the Parliamentary bar, and which, I believe, contains the understanding arrived at by that body. The evidence we received upon the subject was, that no Parliamentary counsel was permitted by professional etiquette to take less on the first day than five guineas for a retainer, ten guineas on his brief, ten guineas on his attendance, and five guineas for a consultation. That was what we were informed by the evidence of those who paid the fees and those who received them. We were told that, on subsequent days, no less than ten guineas for each day should be received as a refresher, and five guineas for a consultation fee; and we certainly were led to understand that the consultation was a matter of course, and, whether it was thought necessary or not by the parties, the fee was generally paid. The document I received stated that a considerable change had been made by the Parliamentary bar in the practice, and that they had consented to a general understanding amongst the leaders, that in future there might be a smaller refresher, according as the parties and the counsel might agree. There is to be no mininum in the case. Wtth regard to the consultation fee, it is never to be paid unless the parties consider consultation necessary. I was told that no change was to be made in the brief fee, and that no counsel was to be permitted to take less than ten guineas and five guineas for a refresher. My hon. friend however, informs me, on the authority of Mr. Hope Scott, that, in future, a sum of ten guineas may be taken—that is, five guineas for the retainer and five guineas for a brief fee, and that anything beyond ten guineas would be a matter to be settled with the clients and the Bar. That is, no doubt, a considerable change, and a very considerable relief to suitors. But although it is a considerable reduction, and a handsome concession on the part of the bar, I should not be discharging my duty if I did not state that the feeling of all those with whom I have had communication is, that the Parliamentary bar ought to be regulated by the same rule as to fees as prevails in the ordinary courts of common law and equity.

Thursday, March 10.

New Courts of Law.

Mr. A. Mills asked the First Commissioner of Works whether it was intended to introduce any measure during the present session for the concentration of the courts of justice; and whether his attention had been called to the serious depreciation of property on the site recommended by the commissioners of 1859, in consequence of the uncertainty which has prevailed during the last three years as to the intentions of the Government on this subject.

Mr. Cowper was unable to give as full an explanation as he could wish, but he trusted that he should be able to do so on the re-assembling of Parliament after Easter, when he would bring in bills on the subject.

Pending Measures of Legislation.

Commutation of Church-rates.

Mr. Newdegate has again produced a bill to substitute for church-rates an annual "church charge" of two pence in the pound, to be deducted by the tenant in paying his rent, unless he has made an agreement to the contrary. This church charge would be collected with the county or borough rate, and the amount placed in the hands of the governors of Queen Anne's Bounty as trustees, and to them a ratepayer objecting to proposed expenditure might appeal, and ultimately to Justices. But a certain proportion of the ratepayers, with the leave of the vestry, might obtain from the quarter-sessions an order exempting the parish from liability to church charge, if no church-rate has been levied for the last seven years, or if within those years a proposal for a rate has been on three successive occasions rejected on a poll. The bill would allow this order of exemption to be revoked on the application of the ratepayers.

Penal Servitude Bill.

The Penal Servitude Bill now passing through Parliament gives the new form proposed for orders of licence. The old form gave licence to the convict to be at large in the United Kingdom for the remainder of his sentence unless it should please her Majesty sooner to revoke the licence; the new form adds, "or unless the said A. B., shall before the expiration of the said term be convicted of some indictable offence, in which case this licence will be immediately forfeited by law." It also adds that "upon the breach of any of the conditions endorsed on the licence it will be liable to be revoked, whether such breach is followed by a conviction or not." The conditions endorsed are to be the following:—"1. The holder shall preserve his licence and produce it when called upon to do so by a magistrate or police officer;" this condition is new. "2 He shall abstain from any violation of the law. 3. He shall not habitually associate with notoriously bad characters, such as reputed thieves and prostitutes. 4. He shall not lead an idle and dissolute life, without visible means of obtaining an honest livelihood." These conditions are substantially the same as on the old licence, except (if it be an exception) that the first of them ran—"This licence is liable to be revoked in case of misconduct." Lastly, the old licence adds that if revoked the convict may have to undergo "the whole remaining portion of his original sentence;" the corresponding clause in the proposed new licence is that if it is forfeited or revoked "in consequence of a conviction for any offence," the convict will be liable to undergo the term of penal servitude which was unexpired when the licence was granted. By a clause in the bill a breach of the conditions by an act not of itself punishable either upon indictment, or summary conviction, is to be punishable summarily with three months' imprisonment, with or without hard labour; and, by another clause, where the licence shall be either forfeited by a conviction for an indictable offence or revoked in pursuance of summary conviction under this or any other Act of Parliament, the convict is to undergo the term of penal servitude which was unexpired when the licence was granted, and this in addition to his new sentence.

Subways.

Mr. Tite has laid before the House of Commons a bill respecting the use of subways constructed by the Metropolitan Board of Works. It is proposed to give power to the Board to require that all pipes already laid or to be laid under the surface be laid in the subway; but in regard to the removal of a pipe laid under the surface before the construction of the subway there is a power of appeal to the Board of Trade on the question whether the pipe can be removed consistently with a due regard to the purposes for which it is used. All companies and persons are to have equal right, without favour or preference, so far as space will admit, to lay gas, water, or other pipes in the subways. The Board may demand rent for the use of the subways, the amount to be determined by arbitration in case of difference.

SUMMARY of the PROCEEDINGS in the CHAMBERS of the MASTER OF THE ROLLS and of the V

[*Compiled from Returns made to Her Majesty's Government fo*

Nature of Proceedings.	Total of all the Chambers. Number.					Master of the Number.			Rolls.
	1859.	1860.	1861.	1862.	1863.	1859.	1860.	1861.	186
Number issued of summonses to originate proceedings, viz. :—									
For the adminstration of estates	332	420	480	415	405	148	200	209	1
Under the Charitable Trusts Acts	81	59	23	7	12	51	26	10	
For the appointment of guardians and maintenance of infants	146	143	144	124	136	54	43	56	
For other purposes	91	142	134	135	148	45	57	62	
Number issued of summonses, not being summonses to originate proceedings	16,381	16,184	16,066	16,569	17,207	6,245	5,794	5,417	6,0
Number of orders made, viz. :—									
Of the class drawn up by the registrars	6,772	6,390	6,320	6,468	6,768	2,238	2,175	2,215	2,4
Of the class drawn up in chambers	5,770	5,143	4,914	4,908	5,420	2,208	1,886	1,163	1,3
Number of orders brought into chambers for prosecution, other than orders for winding-up companies	1,919	1,933	2,100	1,840	1,820	673	708	751	6
Number of orders brought into chambers for winding-up companies	11	9	12	12	25	2	2	7	
Number of advertisements issued	964	914	888	882	878	314	361	354	3
Number of debts claimed and adjudicated on	4,020	3,106	3,243	3,132	5,248	1,715	1,655	1,316	6,1
Number of accounts passed, other than receivers' accounts	1,271	1,138	1,197	1,103	1,044	472	426	402	3
Number of receivers' accounts passed	475	476	613	540	594	153	151	202	1
Number of sales of estates under orders of Court	490	457	411	519	539	172	152	121	1
Number of purchases of estates under orders of Court	84	74	94	88	94	19	17	17	
Number of titles and other matters directed to be investigated by the conveyancing counsel	379	330	347	363	347	120	106	101	12
Number of certificates filed	2,411	2,242	2,392	2,260	2,255	877	784	822	85
Number of contributories included in lists of contributories	1,937	1,640	201	3,371	2,121	144	162	37	1,83
Number of contributories excluded from lists of contributories	119	184	10	159	122	30	3	3	3
Number of appointments (by summonses, adjournment, or otherwise) disposed of	39,278	39,100	39,736	41,001	41,300	13,777	13,422	13,557	15,21
Number of orders under which accounts and inquiries were pending at date of return.	2,471	2,348	2,379	2,435	2,453	976	1,081	1,123	1,27
Number of orders for winding-up companies then pending..	76	84	88	97	106	27	29	29	3

SUMMARY of AMOUNTS RECEIVED for PROCEEDINGS in the CHAMBERS of the MASTER OF TH 1859, 1860, 1861, 1862,

Nature of Proceedings.	Total of all the Chambers.					Master of the Rolls.			
	1859.	1860.	1861.	1862.	1863.	1859.	1860.	1861.	1862.
	£	£	£	£	£	£	£	£	£
Amount of debts proved	1,288,387	727,362	873,120	1,329,969	1,953,259	441,768	346,914	280,8	845,56
Amount of receipts in accounts passed, other than receivers' accounts	5,870,849	6,705,593	5,049,103	4,779,598	6,637,536	2,103,242	2,226,676	2,018,3	1,786,03
Amount of disbursements and allowances therein	5,428,985	6,212,661	4,545,055	4,498,753	6,082,900	1,996,672	2,045,159	1,747,4	1,722,36
Amount of receipts in receivers' accounts passed	1,124,306	1,035,106	1,551,132	1,176,285	1,590,208	431,044	332,801	773,3	499,52
Amount of disbursements and allowances therein	909,803	858,701	1,267,529	992,379	1,237,973	345,320	264,299	643,8	440,77
Amount realized by sales of estates under orders of Court	1,745,840	1,598,157	1,243,663	1,205,171	1,487,569	533,480	561,904	213,5	442,08
Amount of calls made under orders for winding-up companies	797,092	733,869	123,221	1,024,671	462,453	195,302	59,561	100,7	418,79
Amount of fees collected in chambers by stamps	11,401	9,831	10,259	9,135	10,021	4,616	3,545	3,5	3,35

NOTE.—*The fractions* *a pound*

CHANCERY.

VICE-CHANCELLORS in the years ending the 1st day of November, 1859, 1860, 1861, 1862, and 1863.

for insertion in the "Judicial Statistics" of the above years.]

Rolls.		Vice-Chancellor Kindersley.					Vice-Chancellor Stuart.					Vice-Chancellor Wood.				
		Number.					Number.					Number.				
1862.	1863.	1859.	1860.	1861.	1862.	1863.	1859.	1860.	1861.	1862.	1863.	1859.	1860.	1861.	1862.	1863.
172	219	45	73	56	21	30	108	109	129	168	127	31	38	93	54	29
3	10	5	6	3	1	—	7	13	5	1	1	18	14	5	2	1
56	65	21	28	22	11	8	46	46	42	41	56	25	26	24	16	7
53	83	3	13	4	5	7	34	25	41	52	41	9	47	17	25	17
6,006	7,306	2,442	3,196	2,472	2,046	1,864	4,237	3,838	3,847	4,774	4,610	3,457	3,356	4,330	3,743	3,427
2,432	2,808	1,353	1,031	896	834	825	1,607	1,714	1,767	1,863	1,847	1,574	1,470	1,442	1,339	1,288
1,369	2,184	886	1,280	924	375	449	1,148	868	783	1,564	1,374	1,528	1,409	2,044	1,660	1,413
697	686	320	288	285	259	243	588	631	633	580	586	338	306	431	304	305
5	15	3	2	3	1	4	—	1	—	—	—	6	4	2	6	6
391	384	212	122	105	81	72	276	267	258	259	274	162	164	171	151	148
6,105	2,688	599	194	406	219	336	888	630	902	968	1,396	818	627	619	840	828
394	282	116	170	134	165	193	365	305	420	316	367	818	237	191	228	202
184	206	77	97	123	129	128	150	146	173	142	158	95	82	115	85	102
180	215	61	54	44	72	67	140	169	166	181	180	117	82	80	86	77
30	24	19	21	17	22	21	15	16	35	20	33	31	20	25	16	16
123	129	74	56	44	59	43	93	102	123	115	111	92	66	78	66	64
854	890	385	415	380	338	332	679	670	716	709	653	470	373	464	359	380
1,835	1,759	1,408	1,280	29	238	115	—	22	—	—	—	385	176	135	1,297	247
35	33	60	139	3	10	64	—	1	—	—	—	29	41	4	114	25
15,210	16,493	7,045	7,803	6,963	5,959	5,718	10,032	9,845	10,060	11,656	11,178	8,424	8,030	9,156	8,176	7,911
1,275	1,322	432	393	325	330	273	384	389	351	414	389	679	485	580	416	469
34	47	20	19	23	24	24	2	5	6	5	4	27	31	30	34	31

OF THE ROLLS and of the VICE-CHANCELLORS in the years ending the 1st day of November, 1862, and 1863.

Rolls.		Vice-Chancellor Kindersley.					Vice-Chancellor Stuart.					Vice-Chancellor Wood.				
1862.	1863.	1859.	1860.	1861.	1862.	1863.	1859.	1860.	1861.	1862.	1863.	1859.	1860.	1861.	1862.	1863.
£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
845,568	570,708	172,335	59,851	72,097	83,769	63,744	237,852	139,556	172,659	123,998	866,187	436,431	181,041	247,504	276,634	453,920
1,786,031	1,436,650	1,294,074	1,246,417	756,227	656,208	1,722,784	988,285	1,418,330	1,638,861	1,261,778	1,791,575	1,485,246	1,814,170	635,062	1,075,861	1,686,327
1,722,368	1,346,005	1,258,923	1,257,788	730,617	703,605	1,673,849	854,408	1,252,662	1,508,406	1,162,862	1,617,911	1,318,981	1,657,052	558,533	909,918	1,445,135
499,520	712,934	310,891	255,833	374,090	345,918	469,214	198,112	213,696	221,374	196,200	225,149	184,257	232,776	182,278	134,647	182,911
440,777	549,068	248,334	225,226	289,803	271,799	354,803	160,703	171,055	193,387	173,058	197,298	155,445	198,121	140,455	106,745	136,804
442,084	742,158	120,413	158,662	266,656	110,106	139,083	689,066	439,071	454,815	386,885	352,709	402,879	438,520	308,622	266,096	253,619
418,798	312,592	331,612	142,665	3,615	287,074	20,512	—	46,000	—	2,021	—	270,177	485,643	18,899	316,778	129,349
3,358	4,176	1,706	1,987	1,847	1,478	1,529	2,793	2,524	2,484	2,588	2,664	2,285	1,775	2,050	1,711	1,552

a pound are omitted.

GENERAL CORRESPONDENCE.

SALARIES TO ARTICLED CLERKS.

Can any of your readers inform me why solicitors think it unprofessional to give salaries to their articled clerks. Many articled clerks, I expect to be told, would be insulted by the offer; and so, under the *ægis* provided by such over sensitive persons the solicitor protects his pocket, and leaves unrewarded for five years a clerk, whose only misfortune is that he is an articled one. The parents of such a clerk, perhaps, having observed with pride his ambitious inclinations, have given him all t ey could —an education—and, with the aid of friends, scraped together the stamp duty and the premium. And now, the uninitiated exclaim, he begins to receive a return. But no! Unlike the fabled chameleon, he cannot exist on air, and, as the solicitor's office only affords air—and that not over fresh—his parents have to keep him for five years; while a younger brother, whose education was indifferent, and whose walk in life is *only* commercial, receives £100 for the five years of his apprenticeship in a very secondary house.

Trusting you will give this letter a place in your columns, where publicity may be the means of inducing solicitors to consider that, as they themselves have not the time, had they the inclination, to instruct theoretically their pupils, they should at least provide them with some means to procure it elsewhere. Q.

March 5.

SUMMARY CONVICTION—JURISDICTION OF JUSTICES.

Can a person charged with an offence punishable by summary conviction be summarily tried after evidence is given of two prior convictions against him at the assizes? Is not the jurisdiction of the justices taken away under section 7 of the 24 & 25 Vict. c. 96? or may the justices proceed, and take no notice of the former convictions?

A reply in your paper of Saturday, the 19th inst., will oblige.

March 8. A MAGISTRATES' CLERK.

LIABILITY OF HUSBAND FOR WIFE'S DEBTS.

A. marries B., the widow of a deceased relative, C. A few months after coverture A. is sued for a debt contracted by B. during her former coverture with C. Does the fact of B. having a husband alive at the time the debt was contracted make it void against A., or is he liable?

An opinion inserted in your paper of Saturday, the 19th, will oblige. LEGULEIUS.

March 8.

COPYHOLDS—DROPPING OF LIVES—NON-INSURANCE—LIABILITY TO REPAIR.

A. was tenant by copy of court roll of the manor of B., for three lives, of a yard and five houses. A. died, and the premises fell to C. and D. The lives upon which the property was held have all dropped, and C. and D. have not renewed: but they still retain possession. The dean and chapter, to whom the manor belongs, have not claimed possession of the property. The premises, being still in the possession of C. and D., are burnt down. C. had never insured his portion, but D. had, and the company paid him the amount. The steward of the dean and chapter subsequently made a claim on C. and D. for £300, the value of the property in the nature of dilapidations. Can the claim be enforced against either, or both—they, at the time of the fire, being neither owners nor tenants, by reason of the lives having dropped?

An answer in next week's Journal is *particularly* requested.

March 8. LEGULEIUS.

PROVINCES.

LIVERPOOL.—Upwards of six hundred of the leading bankers, merchants, and brokers of Liverpool, several of them being themselves magistrates, last week presented a memorial to the Town Council, representing the expediency of appointing a second stipendiary magistrate. The *Liverpool Albion* has the following remarks upon the subject:—Unless this want were really felt, it would have been impossible to have obtained the signatures of so large and influential a body of gentlemen. It is one of the misfortunes of times of political quiet that men of first-class minds are apt to withdraw from the turmoil of public business and employ their minds in more abstract pursuits; and the natural consequence is, that their places become occupied by men of less reflective, but more active temperament. It is impossible not to notice that such is the present state of political life in Liverpool. Englishmen, however, do love the law, and they prefer to have it administered according to those inflexible rules which withdraw cases from the dangerous power, not only of the discretion, but of the prejudices of individuals. The magistrates of Liverpool are very excellent gentlemen, but, as a body, it is no disparagement of them to say, that they are not superior in personal qualifications to any fifty of the gentlemen who signed the memorial in favour of the appointment of another stipendiary magistrate; although Mr. Jeffery endeavoured to sneer the memorial out of the council chamber, it is certain the matter will not be allowed to drop. The necessity is evidenced by the almost total withdrawal of the legal profession from what ought to be a very important branch of legal jurisdiction. Lawyers of regular education are not likely to practise before a tribunal where they have to accept either the law of their own clients or of the legal advisers of the magistrates, whose legal *status* they do not consider to be on a level with their own. There is ample room for the services of the lay-magistrates in performing duties for which the common experiences of life afford an ample education, and it is to be hoped that ere long the judicial functions of the Magistrates' Court will be performed by gentlemen properly educated for the office.

IRELAND.

In the Court of Admiralty, last week, before Judge Kelly, in the case of *The Kinsale derelict and cargo*, the *Queen's Advocate*, pursuant to notice, moved that inasmuch as freight *pro rata* should be held as due and payable on this cargo up to the time of its coming into Kinsale, the same be not released to the owners thereof without the same being paid into court *in usum jus habentis*, or otherwise security given for the same. He appeared as representing the rights of the Crown in respect of this derelict property, and before withdrawing its hands, in consequence of the claims of the owners of the derelict cargo having been sanctioned by the decree of that Court, he felt bound to secure to the claimants of the ownership of the derelict vessel the freight *pro rata*; which he considered due. He referred as to the ancient maritime law, to *Luke* v. *Lyde*, 1 Bl. R. 190; to the case in El. 78, and 246, p. 1; Rob. 289; and to the terms of the charter-party itself.

Dr. *Chatterton*, on the part of the Messrs. Graham, who had obtained the decree of ownership, contended that every contract for freight, being a personal one, could not pass from the original party to the Crown, which in cases of derelict required a qualified property in the ship only, but not in her contracts, to which it was neither party or privy, and that freight was such a contract. The cases of the *Vrow Catherina*, 6 Rob. 269, and the *Diana*, 5 Rob. 67, supported this view. Again, there was no acceptance on the part of his clients upon which to ground a new contract, and so make the cases decided at common law, as cited by the learned Queen's Advocate, applicable. Acceptance in such cases should be voluntary, whereas here it was under a compulsion. Dr Chatterton further referred to 7 I. R. 381; 5 East. 316; 10 East. 378; and 2 Camp. 466, contending that the motion should be refused.

Dr. *Corrigan* followed on the same side.

Dr. *Elrington*, for the motion, contended that the Court should govern its decision by the law maritime, which in the present case was perfectly clear. The case of Ludwich and Grey, which had been an appeal before the House of Lords in 1733, showed that where the owner was under necessity to take the cargo at an intermediate port, by the refusal of the master to carry them on to the port of discharge, the owner was held liable to the freight *pro rata*. As to property vested in the Crown, that was to be understood in its more extended sense, unless an authority was cited to the contrary. Property vested in the Crown, meaning the same in regard of its rights and duties as property in any subject, means property in the ship is property in the freight earned by that ship; for, according to the well-known rule the freight goes with the ship—instance the cases of abandonment and mortgage. The cases referred to in the prize decisions were all in favour of the Crown possessing all the rights of owner, and that in derelict the Crown was substituted for the owner for the protection of all that owner's rights. The acceptance by the Messrs. Graham was complete, the decree of that Court having in every sense given them possession in accordance with their own petition. The motion, besides being well founded in law, had its merits also, its only object being to secure for the owner of the ship a freight legally due for the

carriage of the cargo, and which the owner of that cargo might never pay if the present opportunity were lost.

Judge KELLY, in giving judgment said—In this case the Court has been moved on the part of the Crown to pronounce freight *pro rata itineris per acti* to be due for the carriage of the cargo of this derelict vessel to Kinsale, the voyage to the intended port of discharge having been interrupted by perils of the sea. The circumstances out of which this motion has grown are as follow:—On the 8th of January last this vessel, laden with mahogany, was come up with by the *Brunel* steamtug of Cork, drifting about in a helpless condition, bottom upwards, and totally abandoned, about eight miles of the south coast of Ireland, and by the exertions then used was, with that cargo, brought safely into the harbour of Kinsale, where she is now lying. No trace of her name being discoverable, she with her cargo is in the custody of the marshal of this court, as the Kinsale derelict and cargo, awaiting judgment in a suit instituted against them by the salvors. No person having, then, come forward to assert a claim of ownership, the Queen's Advocate appeared for the Crown in its prerogative right as owner. Subsequently, however, on the 8th of Febuary, the Messrs. Graham, of Liverpool, merchants, did appear, claiming to be the owners of the cargo; and, upon the 22nd of that month, their proofs being ripe, their petition was heard by the Court, and they obtained its decree, declaring them entitled to its possession, subject, however, to the claims against it of the Crown and of the salvors also. By the charter-party and bills of lading exhibited as part of their proofs, it appeared that the goods in question had been shipped on board this derelict at Tobasco, in Mexico, to be thence carried to Cork or Falmouth, for orders, and that she had sailed on that destination on the 31st of July last (1863). The vessel did not reach either of these ports, being brought, as stated, into Kinsale, where the goods had been unlivered. The effect of that decree, being of the goods alone, did not interfere with the prerogative possession of the vessel by the Crown. Under such circumstances, then, the Queen's Advocate claims for the Crown as present owner of the vessel, and, looking to the future appearance of her ousted owner, claims, *in usum jus habentis*, freight *pro rata*, as due by the merchant to the owner of the vessel for the carriage of these goods from Tobasco to Kinsale—a claim altogether for the benefit of the shipowner, and, if just, a debt altogether due by the merchant to him. Now, a question such as this usually happens when, as in the present case, the ship, by reason of some disaster, goes into a port short of the port of destination, and is unable to prosecute and complete the voyage. And in such case it is laid down that the master may, if he will and can do so, hire another ship to convey the goods, and so entitle himself to his whole freight; but, if he is unable, or decline to do so, and the goods are there received by the merchant, the general rule of the ancient maritime law is, that the freight shall be paid according to the proportion of the voyage performed. The Queen's Advocate, then, in furtherance of that doctrine, and insisting on the decree of possession of the goods obtained by the merchants on their own petition in this court, as an acceptance or receipt of them at Kinsale by them, relies upon the authority of *Luke* v. *Lyde*, in which Lord Mansfield, saying he was desirous to have the point reserved for the opinion of the Court, "in order to settle it more deliberately, solemnly, and notoriously, as it is of so extensive a nature, and especially as the maritime law is not the law of a particular country, but the general law of nations;" and then he adds, "If the master has his election to provide another ship to carry the goods to the port of delivery, and the merchant does not even desire him to do so, the master is still entitled to a proportion *pro rata* of the former part of the voyage." This case, although much and often commented upon in later cases, has never been disturbed, and Lord Ellenborough has said of it, in *Liddard* v. *Lopez*, "It has often been pressed beyond its fair bearing, but the true sense of it has been explained by my brother Le Blanc, in *Mulloy* v. *Baker*, the words of the learned judge referred to in this case being, that 'the footing upon which *Luke* v. *Lyde* was put was, that though the master could not recover on the original contract, which was not performed, yet he might recover upon an implied assumpsit for a benefit already conferred on the defendant, which, in that case, was implied from the acceptance of the goods by the defendant at the port into which they were carried.'" On the part of the Messrs. Graham, the merchants, the law so ruled is not disputed; but it is relied upon by them that their acceptance of the goods was not a free or voluntary acceptance, but one under coercion, as they had been obliged to resort to litigation in that court in order to obtain the possession of them. For the distinction thus taken no authority has been cited; but the case of *Liddard* v. *Lopez*, 10 East. and the *Diana*, 5 Rob. have been referred to in support of the position. Now the Court is at a loss to understand how the former case applies, as Lord Ellenborough, in giving judgment on it, says—"The acceptance of the goods was the very substance of the new implied contract in *Luke* v. *Lyde*, but here (that is, in *Liddard* v. *Lopez*) there was no agreement to accept them—they were landed and sold without prejudice to either party." The case of the *Diana* appears rather an authority against the position. In that case, it was urged as a hardship that the claimants had been there, as here, coerced to the delay or the expense of obtaining possession through litigation, but Sir William Scott, observing upon it, said, "Once for all on that subject, it cannot be expected that the merchant in time of war should obtain possession of his goods with exactly the same convenience as he would have done under the original assignment in time of peace, and when none of these accidents of war had intervened to interrupt the delivery." So the Court here may say that it was not to be expected that under the pressure of the disaster which overtook this vessel, a merchant should expect to obtain possession of his goods with the same convenience as if they had arrived in the ordinary course of her voyage at her destined port; and, further, the Court may observe that, in this case, there is nothing to show but that the merchant by abandoning the goods might have resorted to his insurers, and that, not having done so, his resorting to his petition of ownership must be understood as his free and voluntary act, and as being the best for his own interests. But it is further contended that freight is a contract between the shipowner and the merchant, and being a chose in action can be recoverable only by a suit at law. Now, this very question was raised in the *Prosper* and *Holstein*, Ed. 72, cited on both sides during the argument on this motion, and it was there held by Sir W. Scott "that, where the ship arrives at what is legally her port of delivery, the right to freight is not extrinsic, but vested in the master, who is not then bound to establish his right by a proceeding at law, because, having possession of the cargo, he has a right to retain that possession till his demand is satisfied." But that decision is only in accordance with the general law, the real question under it being, has the ship arrived at what is legally her port of delivery, bringing the case back again to the law as laid down in *Luke* v. *Lyde*. Upon the subject of this objection, however, there is another answer. The charter-party executed between the shipowner and merchant, reserving by special covenant the lien upon the goods until the payment of all freight due. Here, then, it may be observed that the decree of possession to the merchants, the Messrs. Graham, was a decree subject to the claims of the Crown and the salvors. The last objection is now to be considered—namely, that, in cases of derelict, the Crown takes but a mere nude possession of the ship, as so much timber and nothing more. Her rights, whatever they may be, intrinsic or extrinsic, do not vest with the ship in the Crown—nothing but a nude possession of the *corpus* of the vessel, and that the Queen's Advocate, therefore, is not entitled to make this motion. For the position thus contended for, however, no authority has been given, and it has been admitted none such is to be found. Cases, however, in the Prize Court, where, as in this case, the Crown by its prerogative, claimed ownership, have been cited and are, authorities the other way. The case in Edwards, already referred to, saying that "the master being entitled to the freight, the Crown, which is substituted for him, has the same right;" and the *Diana*, 5 Rob., saying "the captor to whom the vessel is condemned shall be entitled to the freight which has been earned. He stands in the place of the owner of the ship, and is held entitled to the price of her services, which have been performed in the execution of her contract." Moreover, according to mercantile law, freight earned is an intrinsic right, passing as an incident with the ship, and in bottomry, bonds upon ships, although not named in the bond freight is nevertheless, held liable to its discharge. It is also to be borne in mind, that the Crown, by reason of its owners of this vessel, is liable to its intrinsic obligation of salvage, and, being so, is entitled upon all equitable grounds to its intrinsic right of freight. The words of Sir William Scott, in the *Aquela*, are very emphatic. "I consider (says that able judge) it to be the general rule of civilised countries that what is found derelict upon the seas is acquired beneficially for the Sovereign, if no owner shall appear. In England this right is as firmly established as any one prerogative of the Crown." Such strong words would not have been enunciated had the right been a mere naked possession. Guided by all these considerations, the Court, overruling the various objections, conceives itself bound to grant the motion of the Queen's Advocate, but the costs to be costs in the cause.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Real Property Law.

A bill has been brought into the House of Representatives, by which it is proposed to create a department of real estate in New York. The governor is to appoint five commissioners, who will have exclusive power to take acknowledgments of all instruments affecting the titles to real estates in that city. They will also have control and custody of the records. It abolishes the office of register, now worth 50,000 dols. per annum. The reason why the new law is proposed is, because it has been recently discovered that several deeds and satisfactions of mortgages have been fraudulently executed and placed on the record, the looseness of the present system affording every facility for such rascally transactions, and rendering it almost impossible to bring the culprits to justice. The officers who claim to be legally authorised to take ackowledgments of deeds in New York amount to over 1,000 in number.

Curtis's Decisions of the Supreme Court of the United States.*

We extract the following article on this subject from a recent number of *The Monthly Law Reporter*, Boston, Mass.:—

The extensive jurisdiction, civil and criminal, original and appellate, of the Supreme Court of the United States, whose decisions are reported in these volumes,—the long period covered by them, from 1792 to 1854,—the interest and variety of the subjects adjudicated by the Court, and the elaborate discussion by counsel, and the serious judicial consideration which characterise the most important decisions,—concur to render this publication, at the present time, especially valuable to the profession.

During the time embraced by these reports, says an accomplished writer,† a noble superstructure of constitutional law has been raised. Every other department, also, of our jurisprudence has been greatly expanded, strengthened, and embellished. The application of the Constitution of the United States to the various elements of our great confederacy, so as to educe a national system of general good, and as little particular and local evil as possible, demanded judicial talents of the highest order. Questions of the first impression, for which it were vain to seek analogies in other systems, were often to be solved, and applied not only to individuals, but to States,—and all was happily accomplished with almost universal submission and satisfaction.

In 1818, Hon. Daniel Webster, in a review of the third volume of Wheaton's Reports, wrote,—‡"Of the reports in this country, none certainly can be more important than those of the decisions of the Supreme Court of the United States. The great magnitude and variety of the questions that come before that court render its judgments highly interesting. Their importance is daily increasing with the increasing questions of capture in time of war, and of revenue, at all times. These are, of themselves, almost equal to the entire occupation of the judges. In addition to these, however, there are questions of national law; of the rights of foreigners; questions of conflicting claims of States; of the effect of State laws, and State decisions upon rights claimed under the United States, or on interests which are supposed to be put beyond the reach of State legislation by the Constitution of the United States."

"I cannot conceive," wrote Chancellor Kent in 1826,§ of anything more grand and imposing in the whole administration of human justice than the spectacle of the Supreme Court sitting in solemn judgment upon the conflicting claims of the national and State sovereignties, and tranquillizing all jealous and angry passions, and binding together his great confederacy of States in peace and harmony, by the ability, the moderation, and the equity of its decisions."

This edition commences with the second volume of Dallas's Reports.* The second, third, and fourth volumes contain cases from 1781 to December Term, 1806. With the exception of Kirby's, which was prepared for the press in 1788, and published in 1789, these are the oldest reports in the United States. Of their value we have the following testimony of Lord Mansfield:—"They do credit to the court, the bar, and the reporter; they show readiness in practice, liberality in principle, strong reason, and legal learning; the method, too, is clear, and the language plain."

In the case of *Ware* v. *Hylton*,† in the third volume of Dallas, the legal talents of Mr. afterwards Chief Justice Marshall, were first displayed at the national bar. Mr. Justice Johnson, before whom the case had also been tried in the court below, said,—"I shall, as long as I live, remember with pleasure and respect the arguments which I have heard on this case; they have discovered an ingenuity, a depth of investigation, and a power of reasoning fully equal to anything I have ever witnessed, and some of them have been adorned with a splendour of eloquence surpassing what I have ever felt before. Fatigue has given away under its influence, and the heart has been warmed, while the understanding has been instructed."

Judge Cranch's Reports, in nine volumes, embrace cases from August, 1801, to February, 1815. "The period taken by Judge Cranch," says an eminent authority,‡ "is, perhaps, the most momentous and lustrous in our judicial history. The principles of our admiralty and maritime jurisprudence were in a great measure defined; those of our neutral and belligerent rights and duties pointed out and vindicated; the laws of commerce were examined with research and applied with discrimination. Constitutional questions of vast importance were settled, and many of our statutes interpreted, and the powers of the various branches of our Government, in various particulars ascertained."

Wheaton's Reports, in twelve volumes, commence with the cases determined at the February Term, 1816, and terminate with those decided at the January Term, 1827. They are accompanied with many valuable notes and appendices. In a letter to the reporter, dated January 8th, 1817, acknowledging the receipt of the first volume, Judge Story wrote: "I am extremely pleased with the execution of the work. The arguments are reported with brevity, force, and accuracy, and the notes have all your clever discriminations and pointed learning. They are truly a most valuable addition to the text, and at once illustrate and improve it. I particularly admire those notes which bring into view the civil and continental law;—a path as yet but little explored by our lawyers. They are full of excellent sense and juridical acuteness."§

Hon. Daniel Webster thus concludes his interesting review of the third volume of Wheaton's Reports:‖"We wish to express our high opinion of the general manner in which the reporter has executed his duty in the volume before us. Mr. Wheaton has not only recorded the decisions with accuracy, but has greatly added to the value of the volume by the extent and excellence of his notes. In this particular, his merits are, in a great degree, peculiar. No reporter in modern times, as far as we know, has inserted so much and so valuable matter of his own. These notes are not dry references to cases,—of no merit, but as they save the trouble of research,—but an enlightened adaptation to the case reported, of the principles and rules of other systems of jurisprudence, or a connected view of decisions on the principal points, after exhibiting the subject with great perspicuity, and in a manner to be highly useful to the reader. Mr. Wheaton's annotations evince a liberal and extensive acquaintance with his profession. His quotations from the treatises of the continental lawyers are numerous and well selected."

Peters's Reports, in sixteen volumes, contain the cases determined at the January Term, 1828, to the January Term, 1842. Judge Curtis's edition also contains seventeen of the twenty-four volumes of Howard's Reports.

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* The decisions of the Supreme Court of the United States. With notes and a digest. By Hon. Benjamin R. Curtis, one of the Associate Justices of the Court. 22 vols. 8vo. including a digest. Boston: Little, Brown, & Co.

These Reports comprise the cases reported by Dallas, 3 vols.; Cranch, 9 vols.; Wheaton, 12 vols.; Peters, 16 vols.; Howard, 17 vols.; in all 57. They comprise the entire period from the origin of the Court in 1792, to the close of the December Term, 1854.

† Hoffman, Legal Studies (2nd ed.), 422.

‡ The North American Review, vol. 3, p. 69.

§ 1 Kent Comm. (1st ed.) 416, 417.

* The first volume contains cases decided in the Courts of Pennsylvania, before and since the Revolution to 1789, and is preceded by the following imprimatur, which is the only one we remember to have seen in an American "book of Reports:"—

"We all, knowing the learning, integrity, and ability of Alexander James Dallas, Esquire, Counsellor-at-Law, do, for the common good, approve and recommend the printing and publishing his book, entitled 'Reports of Cases ruled and adjudged in the Courts of Pennsylvania, before and since the Revolution.'

"William A. Atlee,
Thomas M'Kean,
Jacob Rush,
George Bryan,
Edward Shippen.

"Philadelphia, 29th April, 1790.

† 3 Dallas, 257; 1 Curtis's Decisions, 201 (1796).

‡ Hoffman, Legal Study (2d ed.), 421.

§ Story's Life and Letters, vol. 1, p. 289.

‖ The North American Review, vol. 3, p. 71.

The volumes of this edition bear marks of devoted and conscientious labour. To convey the fullest information in the least space is one canon of reporting. To reconcile brevity with clearness is another. These canons the editor has scrupulously observed. The head notes have been almost entirely re-written. In them the substance of the decision is given. They are designed to show the points decided, not the dicta or reasoning of the judges. Any one familiar with the original editions will readily appreciate the great value of the editor's labours in this particular. "The statements of the cases," says Judge Curtis in the preface to the first volume, "have been made as brief as possible. For many years, it has been the habit of all the judges of this court, to set forth in their opinions the facts of the cases as the court viewed them in making their decision. Such a statement, when complete, renders any other superfluous. When not found complete, I have not attempted to re-state the whole case, but have supplied, in the report, such facts or documents as seemed to me to be wanting.

"In some cases, turning upon questions, or complicated states of fact, and not involving any matter of law, I have not thought it necessary to encumber the work with detailed statements of evidence, which no one would find it useful to recur to." "Our advice is," wrote Webster in the review of the third volume of Wheaton, above quoted,* "that Mr. Wheaton omit, for the future, all cases turning *merely* upon evidence. We hope, too, that care will be taken to curtail the records, in cases where a full copy is not at all material. The author will see that nearly twenty pages might have been saved by abbreviating the formal parts of the record in the case of *Gelston* v. *Hoit*. It is not very pleasant to meet, in the pages of a volume of reports, with full drawn demurrers, and to be introduced in all due form, and by name, to the twelve worthy persons who compose the panel."

The arguments of counsel have been uniformly omitted. We suppose that this has been done to economize space. But an argument is often quite as instructive, to say the least, as the opinion of the Court; many of the cases contained in this series were of novel impression. In such cases we are decidedly of the opinion that the arguments on both sides should be presented. And we are also of opinion that in many cases the argument of the losing party should be reported.

In 1836, in a letter to Mr. Peters,† who was then reporter of the decisions of the Supreme Court of the United States, Judge Story stated his views of the duty of a reporter, which so nearly accord with our own, that we transcribe it entire:—

"In respect to the duty of a reporter, I have always supposed that he was not a mere writer of a journal of what occurred, or of a record of all that occurred, or of the manner and time in which it occurred. This duty appears to me to involve the exercise of a sound discretion as to reporting a case; to abridge arguments, to state facts, to give the opinions of the Court substantially as they are delivered. As to the order in which this is to be done, I have supposed it was a matter strictly of his own taste and discretion, taking care only that all that he states is true and correct, and that the arrangement is such as will most readily put the profession in possession of the whole merits of the case, in the clearest and most intelligible form.

"In regard to the statement of facts, I have always thought the best method to be, where it could conveniently be done, to give the facts at the beginning of the case, so that the reader might at once understand its true posture.

"If the Court state the facts, the true course is to copy that very statement, because it is the ground of the opinion, and to remove it from the place in the opinion which it occupied (taking notice that it is so removed and used), and then proceed to give the rest of the opinion in its proper order, after the argument. Upon any other plan, either the reporter must make a statement of facts of his own, which it seems to me would be improper, or repeat the statement of facts by the Court, which would be wholly useless, and burthen the volume with mere repetitions. This course has been constantly adopted by the reporter of my circuit court opinions, and I have always approved it. I believe that it is adopted by all the best reporters, both in England and America. If I were a reporter I should think it my duty to adopt it, unless expressly prohibited from so doing. Whenever it is not done, there is (to be sure) a much easier labour for the reporter, but his reports always wear a slovenly air.

"As to the correction of verbal and grammatical errors in an opinion, I can only say for myself, that I have always been grateful for the kindness of any reporter of my opinions for doing me this favour. Verbal and grammatical errors will occasionally occur in the most accurate writers. I have found some in my own manuscript opinions, after very careful perusal, and have not detected them until I saw them in print. I think it would be a disgrace to all concerned, to copy gross material and verbal errors and mis-recitals, because every one must know that they would at once be corrected, if seen. They mar the sense and they pain the author. So the occasional change of the collocation of a word often improves and clears the sense. If a reporter do no more than acts of this sort, removing mere blemishes, he does all judges a great favour. I do not believe any good reporter in England or America ever hesitated to do so. This is my opinion. Other persons may think differently from me, but I have ever supposed this a part of the appropriate discretion of a fair and accomplished reporter. You will find that Lord Coke thought very much as I do on this subject, if you will look on the fourth page of his report on *Calvin's case* (7 Co. Rep. 4), where he states the duty of a reporter. Douglas, in his preface to his reports (p. 12, 13), adopts an equally correct method. Yet whoever excelled him as a reporter?"

To each case is appended a note referring to all subsequent decisions in which the case in the text has been mentioned. It is thus easy to ascertain whether a decision has been overruled, doubted, qualified, explained, or affirmed; and to see what other applications have been made of the same or analogous principles. This is one of the most valuable features of this edition. In writing to Mr. Wheaton, in 1818, respecting his digest of the decisions of the Supreme Court of the United States, Judge Story said: "There is one title which I think is very important. It is a list of cases which have been doubted, overruled, explained, or specially commented on." The notes of Judge Curtis well supply the place of such a title.

"I regard this publication as one of the most useful and valuable that has issued from the American press," writes Chief Justice Taney. "I have examined the first volume. I need not say that it is evidently prepared with great judgment and care. The character of Mr. Justice Curtis is of itself a sufficient guaranty that any work of this kind undertaken by him will be executed in the best manner. And when it is completed it cannot fail, I think, to meet the approbation and support of the public as well as of the profession, whether practising in the courts of the United States, or the courts of a state."

A digest forms the twenty-second volume, and completes the series. It bears evidence of the diligent and intelligent labour of the author. It contains a "Table of Cases" and an "Index of Cases Cited." We recommend the entire series to the profession. Indeed, it is the only edition which can now be procured, the original editions having long since been exhausted.

We should do injustice to our own feelings and to the cause of truth were we to omit to notice the discriminating fidelity with which the Supreme Court of the United States have adhered to and administered the common law and special pleading. "This system," said Mr. Justice Grier, "matured by the wisdom of ages, founded on principles of truth and sound reason, has been ruthlessly abolished in many of our states, who have rashly substituted in its place the suggestions of sciolists, who invent new codes and systems of pleading to order. But this attempt to abolish all species, and establish a single genus, is found to be beyond the power of legislative omnipotence. The result of these experiments, so far as they have come to our knowledge, has been to destroy the certainty and simplicity of all pleadings, and introduce on the record an endless wrangle in writing, perplexing to the Court, delaying and impending the administration of justice."* And, in a case decided at the last term of the court, the same learned judge said,—"It is no wrong or hardship to suitors who come to the courts for a remedy, to be required to do it in the mode established by the law. State legislatures may substitute, by codes, the whims of sciolists and inventors for the experience and wisdom of ages; but the success of these experiments is not such as to allure the Court to follow their example. If any one should be curious on this subject, the cases of *Rundon* v. *Toby*, 11 Howard, 517; of *Bennett* v. *Butterworth*, *ib.* 669; of *McFaul* v. *Ramsey*, 20 Howard, 523; and *Green* v. *Custard*, 23 Howard, 484, may be consulted."†

As an illustration of the absurdities produced by the "codes,"

* The North American Review, vol. 3, pp. 70, 71.
† Story's Life and Letters, vol. 2, pp. 231, 232.

* McFaul v. Ramsey, 20 Howard, 525 (1857).
† Farni v. Tesson, 1 Black. 315 (1861).

the case of *Bennett* v. *Butterworth*, above referred to by Mr. Justice Grier, is worthy of attention. In that case the Court were unable to discover from the pleading the nature of the action or of the remedy sought. It might, with equal probability, be called an action of debt, or detinue, or replevin, or trover, or trespass, or a bill in chancery. The jury and the court seem to have laboured under the same perplexity. *The jury gave a verdict for twelve hundred dollars, and the Court rendered judgment for four negroes!*

BRAZIL.

ADMINISTRATION OF JUSTICE.

From recent advices from Brazil it appears that the dismissal of four judges of the supreme courts of Rio and Bahia by the late Minister of Justice, and the adoption of that dismissal by the new Cabinet, have produced a great sensation at Rio. Mr. Sinombre, the late Minister of Justice, asserts that he has in his hands ample proof of the corruption of those functionaries, and with the corruption of the dismissed Rio judges the name of an Englishman is associated. Mr. Sinombre has applied to the General Assembly for an Act of indemnity, which the new Ministry supports, and which will be granted readily by the Chamber of Deputies. But a strong opposition to it is threatened in the Senate, and the result may be a collision between the Chambers. Public opinion, however, is entirely favourable to the strong measure taken in defence of a purer administration of justice in Brazil, which has hitherto suffered principally from the judges of these tribunals being survivors of the old Portuguese Bench system.

SOCIETIES AND INSTITUTIONS.

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

The following report of the sub-committee on the Law of Copyright has just been issued:—

The sub-committee on the law of copyright have considered the subject referred to them by the Law Amendment Society, and have embodied the opinions arrived at by them in the following resolutions:—

1. That the British municipal laws of copyright in works of literature, the drama, music, and the fine arts, are in a most unsatisfactory state, in consequence of the legislation upon the subject being voluminous, complicated, and inefficient.

2. That such defective legislation is unjust in its operation upon authors and other proprietors of British copyrights, and also very injurious to the commercial interests of the British public.

3. That such defective municipal laws of copyright are likewise very unjust and oppressive towards the subjects of those States with which her Majesty the Queen has entered into international copyright conventions, because all those conventions profess to be based upon the principle of *reciprocity*, whereas, in fact, such reciprocity does not exist in the British dominions; inasmuch as in France, and the other States in question, their municipal laws of copyright are simple and efficient, while ours are quite the reverse.

4. That, as British copyright is, and always has been, based upon the principle of that *property* to which an author is justly entitled in the reproduction of his works *after their publication*, he ought, in all cases, to have a summary remedy for the violation of his copyright.

5. That, in order thoroughly to reform the British municipal laws of copyright in works of literature, the drama, music, and the fine arts, it is essential that all the existing legislation on the subject (so far as circumstances will permit) should be repealed, and the laws consolidated and amended.

6. That, considering the existing state of the British municipal laws of copyright, and also the conflicting legislation of other States upon that subject, especially those States with which her Majesty the Queen has entered into international copyright conventions, it has become of the utmost importance, as far as possible, to promote *uniform* municipal legislation as to copyrights upon the following points:—

1st. The works which shall be entitled to copyright.
2nd. The period for which such copyright shall continue.
3rd. The conditions to be performed in the State where the work is first published, in order to acquire such copyright.
4th. The prohibition of piracy of works first published in any foreign State.
5th. The remedies to which the proprietor of a copyright shall be entitled for the protection of his property therein.
6th. That no condition should be required to be performed, for the acquisition of copyright, except those essential according to the municipal laws of the State where the work was first published.

7. That, considering the vast and rapidly increasing demand for works of literature, the drama, music, and the fine arts, the extensive capital now embarked in undertakings for the re-production of such works, together with the great number of persons who are directly and indirectly employed in such undertakings, it has, in the interests of *commerce*, as well as upon grounds of justice to the proprietors of copyrights, become of the utmost importance that our legislation upon copyright should be efficiently consolidated and amended.

8. That the present defective system of registration at Stationers' Hall should be discontinued, and that the whole system and machinery of registration in all cases of copyright should be transferred to the Registration of Designs Office, Whitehall.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. WM. MURRAY, on Common Law and Mercantile Law, Monday, March 14.

Mr. MONTAGUE HUGHES COOKSON, on Equity, Friday, March 18.

The lectures will be resumed in November next.

COURT PAPERS.

CHANCERY EASTER VACATION.

Whereas, by the 5th of the Consolidated Orders of the High Court of Chancery, rule 4, article 1, it is provided that the Easter vacation shall commence and terminate on such days as the Lord Chancellor shall every year specially direct. Now, I do hereby order that the Easter vacation for the present year shall commence on Thursday, the 24th day of March next, and terminate on Saturday, the 2nd day of April next (both days inclusive), and that this order be entered and set up in the several offices of this court.

Feb. 13. (Signed) WESTBURY, C.

PUBLIC COMPANIES.

MEETINGS.

CASTLE DOUGLAS AND DUMFRIES RAILWAY.

At the half-yearly meeting of this company, held on the 8th inst., a dividend at the rate of 5 per cent. per annum on the preference shares, and 3s. per share on the ordinary £10 shares was declared for the past half-year.

WHITEHAVEN, CLEATOR, AND EGREMONT RAILWAY.

At the half-yearly meeting of this company, held on the 26th ult., a dividend at the rate of 12 per cent. per annum was declared for the past half-year.

WHITEHAVEN AND FURNESS RAILWAY.

At the half-yearly meeting of this company, held on the 27th ult., a dividend of 11s. per share was declared.

WHITEHAVEN JUNCTION RAILWAY.

At the half-yearly meeting of this company, held on the 27th ult., a dividend of 20s. per share was declared.

PROJECTED COMPANIES.

THE ALBION BANK (LIMITED).

Capital, £1,000,000, in 20,000 shares of £50 each.

Solicitor—G. W. Cuming Dean, Esq., 27, New Broad-street.

This company has been formed for the purpose of providing increased banking facilities for persons connected with the agricultural and cattle trade in the metropolis.

THE GENERAL INTERNATIONAL AGENCY COMPANY (LIMITED).

Capital, £500,000, in shares of £10 each.

Solicitors—Messrs. Deane, Chubb, & Saunders, Gray's-inn.

This company has been formed to undertake financial,

credit, agency, and exchange operations in England and France, and particularly to afford the further facilities rendered requisite by the operation of the Treaty of Commerce, for the interchange of commodities and products between the two countries.

TUNBRIDGE WELLS HOTEL COMPANY (LIMITED).

Capital, £50,000, in 5,000 shares of £10 each.

Solicitors—Messrs. Marchant & Pead, 30, Great George-street, Westminster.

This company has been formed for the purpose of erecting an extensive first-class hotel at Tunbridge Wells.

A return recently issued shows the average annual proportion of deaths from "specified causes at specified ages," in England and Wales, during the decennial period 1851–60. In the first-named year the population was 17,927,609; in the latter, 20,066,224. The deaths at all ages per 100,000 living, of each class referred to, are given as follows:—All classes 2,217; fever, 91; diarrhœa, dysentery, and cholera, 108; scarlatina, 88; and diphtheria, 11.

A Parliamentary return, moved for by Mr. Alderman Salomons, shows the growth of the sums raised by authority of the Quarter Sessions in the metropolitan counties. In Kent the county rates produced £17,656 in 1840; in 1850 the county and police rates produced £22,077, and in 1862, £36,291. In Surrey the amount raised was £27,803 in 1840, £46,051 in 1850, and £70,497 in 1862. In Middlesex the amount raised was £84,261 in 1840, £88,851 in 1850, and £143,125 in 1862. In Essex the advance was much less; the amount raised was £25,599 in 1840, £29,150 in 1850, and £33,661 in 1862.

It is stated that a movement is on foot in Westminster for securing the return of Sir John Romilly, the Master of the Rolls, as member for the city at that next general election. The Master of the Rolls is the only judge who is at liberty to hold a seat in the House of Commons.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAXTER—On March 3, at Oakfield Lodge, East Cowes-park, the wife of H. J. Baxter, Esq., of the Middle Temple, Barrister-at-Law, of a daughter.

CLARK—On March 7, the wife of Alfred Clark, Esq., of 4, Lincoln's-inn-fields, Solicitor, of a son.

MARRIAGES.

KEOGH—SMITH—On Feb. 8, at Dover, L. J. Keogh, Esq., Captain H.M.'s Military Train, son of William M. Keogh, Clerk of the Crown for the county and city of Kilkenny, to Charlotte Mary, relict of Colquhoun Smith, Esq., and daughter of the late M. Stritch, Esq., county Clare.

DEATHS.

BOUCHER—On March 2, at Wiveliscombe, Somersetshire, Sophia Hamilton, wife of Benjamin Boucher, Esq., Solicitor, in her 21st year.

EASTLAKE—On Feb. 25, in his residence, 15, Frankfort-street, Plymouth, George S. Eastlake, Esq., for many years Admiralty Solicitor and Judge Advocate

FORREST—On March 1, at Sessay Rectory, Thirsk, Margaret, widow of John Allenby Forrest, Esq., formerly of Pontefract, Solicitor, aged 66.

FORSYTH—On March 9, at 61, Rutland-gate, Mary, wife of William Forsyth, Esq., Q.C.

FLUKER—On March 9, at 15, Arundel-square, Barnsbury, William Worthington Fluker, third surviving son of James Fluker, Esq., Solicitor, Symond's-inn, aged 18.

GREENE—On March 5, at his residence, Belvedere-place, Dublin, William Francis Greene, Esq., Solicitor.

POTTER—On Feb. 28, at Lime-grove, Manchester, Thomas Potter, Esq., Solicitor, aged 72.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

CHAPMAN, JOHN, of Sherborne, Dorset, Merchant, deceased. £200 £3 per Cent. Annuities.—Claimed by Philip Winter Nicolle and Joshua Manger Nicolle, Executors.

MAITLAND, CHARLOTTE MARY, Totteridge, Herts, Spinster, deceased. £442 17s. 1d. £3 per Cent. Reduced.—Claimed by Frederick Charles Maitland and Frederick Thomas Maitland, Executors.

LONDON GAZETTES.

Creditors under 22 & 23 Vict. cap. 35

Last Day of Claim.

FRIDAY, March 4, 1864.

Angus, Thos Crosthwaite, Newcastle-upon-Tyne, Leather Merchant. March 31. Watson, Newcastle.

Barnes, Ann, Evesham, Worcester, Spinster. April 11. Eades, Evesham.

Bornes, Chas, Woodham Ferris, Essex, Grocer. March 25. Digby & Son, Maldon.

Broad, Benj, Congleton, Yeoman. June 6. Reade, Congleton.

Brown, Mary, Weston-super-Mare, Widow. April 14. Cooke & Sons, Bristol.

Davies, Saml, Lpool, Butcher. April 2. Evans & Co, Lpool.

Felton, Clement Mingay, Dunton, Norfolk, Gent. May 1. Keith & Co, Norwich.

Gilpin, Sarah, Newcastle-upon-Tyne. March 31. Watson, Newcastle.

Harrison, Thos, Handsworth, Stafford, Butcher. March 25. Harrison & Wood, Birm.

Hirst, Abraham, Hullen Edge, Halifax, Esq. June 1. Rayner, Brighouse.

Hunt, Jas, Hinton Blewett, Somerset, Yeoman. March 25. Mogg, Cholwell, nr Bristol.

Penny, Harriet, Weymouth and Melcombe Regis, Spinster. April 11. Andrews & Cockeram, Dorchester.

Percival, Susannah, Thornton's New-cottages, nr Barnet, Widow. May 1. Price, Abchurch-lane.

Poole, Moses, Avenue-rd, Regent's-park, Esq. May 1. Ellis & Co, Lombard-st.

Priestman, Jonathan, Newcastle-upon-Tyne, Tanner. March 31. Watson, Newcastle.

Watton, Wm, Stoke Heath, Bromsgrove, Gent. April 30. Sanders, Bromsgrove.

TUESDAY, March 8, 1864.

Cooper, Sarah, Fareham, Spinster. March 15. Goble, Fareham.

Cunningham, Jas, Clifton, Bristol, Merchant. April 1. Hare & Wadham, Bristol.

Gott, Wm, Leeds, Esq. May 1. Payne & Co, Leeds.

Harrison, Eliz, Loughborough Park-rd, Brixton, Widow. May 4. Millman, Southampton-bldgs.

Holt, Thos, Starbeck, York, Innkeeper. May 1. Markland, Leeds.

Mackerness, Thos, Bessborough-st, Pimlico. April 5. Crump, Walsall.

Mitchell, Mary, Leeds, Widow. May 1. Markland, Leeds.

Newson, Stephen, Halesworth, Suffolk, Bricklayer. April 20. Bass, Halesworth.

Piddlesden, Geo, Ashford, Gent. July 6. Watts, Hythe.

Riley, John, Inner Temple, Barrister-at-Law. May 1. Ridsdale & Craddock, Gray's-inn-sq.

Scott, Mary, Holme Pierrepont, Nottingham, Widow. April 10. Percy & Goodall, Nottingham.

Vickerman, Caroline, Ceylon-st, Battersea, Army Embroiderer. April 18. Huxham, Hare-ct.

Whitaker, Richd, St John-st, Smithfield, Whitesmith. April 15. Jones, Hart-st.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 4, 1864.

Barnard, Geo, Bracon Ash, Norfolk, Farmer. March 23. Woodward v Boulton, V. C. Wood.

Barnard, John Hilling, Norwich, Esq. March 23. Woodward v Boulton, V. C. Wood.

Crump, Richd Law, Port Elizabeth, South Africa, Merchant. Nov 2. Crump v Smith, M.R.

Day, Fras, St Neot's, Huntingdon, Brewer. April 11. Day v Day, V.C. Stuart.

Henniker, Right Hon John Minet Henniker Major Baron, Stratford-upon-Slaney, Wicklow, Ireland, and Thornham-hall, Suffolk. April 4. Major v Lord Henniker, V. C. Kindersley.

Sidebotham, Wm, Ashton-under-Lyne, Yeoman. April 5. Bradbury v Cottrell, M. R.

Willan, Robt Douglas, Rottingdean, Sussex, Esq. April 4. Willan v Willan, M. R.

Wilson, Wm, Tintinhull, Somerset, Esq. April 5. Smith v Grenfell, M R.

TUESDAY, March 8, 1864.

Dowding, Rev Chas, Priston, Somerset. April 7. Nettleship v Dowding, M.R.

Assignments for Benefit of Creditors.

FRIDAY, March 4, 1864.

Cannon, Danl Spalding, Cable-st, Whitechapel, Tobbacconist. Feb 1. Nash & Field, Suffolk-lane.

TUESDAY, March 8, 1863.

Birch, Wm, Hoo-green, nr Bucklew-hill, Rostron, Chester, Innkeeper. March 5. Horner.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 4, 1864.

Bates, Wm, Canterbury, Builder. Feb 4. Conv. Reg March 2.

Bayley, Richd, Albany-rd, Camberwell, Fish Salesman. Feb 22. Comp Reg March 1.

Butcher, Robt, Geldeston, Norfolk, Merchant. Feb 29. Conv. Reg March 4.

Chavasse, Horace, Birm, Sword Manufacturer. Feb 19. Conv. Reg March 2.

Clifton, Thos Ingman, Theobald's-rd, Middx, Grocer. Feb 8. Comp. Reg March 2.

Davis, Richd, & Chas Wm Freeman, Bristol, Mill Puff Manufacturers. Feb 4. Conv. Reg March 3.

Dean, Wm, Tottenham-court-rd, Upholsterer. Feb 24. Licence and Arr. Reg March 3.

Fox, Chas Jas, Dewsbury, Carpet Manufacturer. Feb 3. Asst. Reg March 1.

Frankau, Hy, Manch, Dealer in Fancy Goods. Feb 25. Comp. Reg Feb 29.

Frost, Wm Toplis, & Ralph Frost, Lincoln, Grocers. Feb 4. Conv. Reg March 2.

Godfrey, Geo Le Scelleur, Stockwell-common, Photographer. Feb 29. Asst. Reg March 2.

Hackney, Arthur Hewett, Harvey Greaves, Geo Amison, & James Bell, Dresden, Stafford, China Manufacturers. Feb 3. Conv. Reg March 2.

Harding, John, Welbeck-st, Cavendish-sq, Surgeon. Feb 10. Conv. Reg March 4.

Harris, Wm, Gt Bowden, Brick Maker. Feb 8. Conv. Reg March 4.

Haywood, John Shrewsbury, & Wm Savile, Nottingham, Manufacturers of Hosiery. Feb 6. Asst. Reg March 2.
Hemingway, Mark, Ossett, York, Cloth Manufacturer. Feb 6. Conv. Reg March 3.
Hill, Hy, Lpool, Druggist. Feb 15. Conv. Reg March 3.
Hirst, Wm Thompson, Staincliffe, York, Blanket Manufacturer. Feb 12. Conv. Reg March 3.
Hodgett, Thos, Chapel-bar, Nottingham, Tobacconist. Feb 11. Asst. Reg March 3.
Johnson, Robt Alf, Phœnix-pl, Clapham, Grocer. Feb 5. Asst. Reg March 2.
Jones, Geo, Hereford, Builder. Feb 23. Comp. Reg March 1.
Jones, Thos, Chepstow, Draper. Feb 8. Comp. Reg March 3.
Kitley, Amos Joseph, Weston-super-Mare, Boot Maker. Feb 22. Conv. Reg March 4.
Osborne, John Hy, Braunton, Devon, Ironmonger. Feb 19. Asst. Reg March 1.
Pearce, Robt, Goswell-st, Middx, Tailor. Feb 26. Asst. Reg March 2.
Pengelly, Hy, Auckland-rd, Victoria-park, Middlx, Builder. Feb 10. Asst. Reg March 2.
Pilling, Richd, Rochdale, Wholesale Tea Dealer. Feb 25. Asst. Reg March 3.
Read, Chas Geo, Stradbroke, Suffolk, Surgeon. Feb 23. Asst. Reg March 3.
Revill, Richd, St George's-st, Commercial-rd East, Grocer. Feb 5. Conv. Reg March 3.
Ruddock, Wm, Leeds, Hat Manufacturer. Feb 15. Asst. Reg March 3.
Russell, John, Eskdale, Cumberland, Bobbin Manufacturer. Feb 9. Conv Reg March 2.
Schofield, Wm Tweedale, Nook, within Oldham, Publican. Feb 8. Comp. Reg March 4.
Shaw, Frank, and John Hickson Shaw, Derby, Silkmen. Feb 27. Conv. Reg March 3.
Tomkins, Stephen, Bristol, Tailor. Feb 16. Comp. Reg March 1.
Walesby, Wm Warne, Bungay, Harness Maker. Feb 11. Asst. Reg March 2.
Wheelhouse, John, Pratt-st, nr Leeds, Shopkeeper. Feb 19. Conv. Reg March 1.
White, Wm, Sussex-ter, Westbourne-grove, Mantle Seller. Feb 4. Asst. Reg March 3.

TUESDAY, March 8, 1864.

Atkinson, Richd, Leeds, Cloth Merchant. Feb 15. Asst. & Comp. Reg March 7.
Barrett, Jeremiah, King's Norton, Varnish Manufacturer. Feb 9. Conv. Reg March 7.
Bent, Thos, Deal and Walmer, Grocer. Feb 18. Conv. Reg March 5.
Byford, Geo, Gt Yarmouth, Fruiterer. Feb 12. Comp. Reg March 7.
Coote, Chas, Kentish-town-rd, Dealer in Fancy Goods. Feb 9. Asst. Reg March 5.
Curtis, Thos, Lincoln, Coach Builder. Feb 12. Asst. Reg March 4.
Drage, Geo Allebone, Sise-lane, Leather Merchant. Feb 27. Comp. Reg March 8.
Evans, David, Llantwit Major, Glamorgan, Maltster. Feb 18. Conv. Reg March 3.
Francis, Alf, Lpool, Milliner. Feb 23. Comp. Reg March 7.
Fadeuilhe, Valentin Bernard, Godstone, Surrey, Wine Merchant. March 4. Comp. Reg March 5.
Gasson, John, Oldham, Essex, Baker. Feb 16. Conv. Reg March 5.
Habershon, Jas, Sheffield, Scissor Manufacturer. Feb 8. Conv. Reg March 7.
Harding, Wm, Clarendon Lodge, Dulwich, Gent. Feb 23. Comp. Reg March 4.
Haynes, Geo, Dartford, Innkeeper. Feb 25. Asst. Reg March 7.
Holland, Jas, Manch, Baker. Feb 29. Comp. Reg March 5.
Holloway, Wm, Grove-rd, Holloway, Flour Factor. Feb 19. Comp. Reg March 7.
Hooker, John Marshall, Brenchley, Architect. Feb 17. Asst. Reg March 5.
Howe, Robt Stimpson, Palgrave, Suffolk, Merchant. Feb 10. Conv. Reg March 7.
Jell, John Thos, & Chas Horace Jell, Stalisfield, Kent, Farmers. Feb 8. Asst. Reg March 4.
Joyner, Wm, Newport, Monmouth, Innkeeper. Feb 8. Conv. Reg March 7.
Lawton, Jas Mitchell, Manch, and Reddish, Woollen Merchant. Feb 23. Comp. Reg March 8.
Miller, Thos Thurgill, Ipswich, Chemist. Feb 25. Comp. Reg March 7.
Payne, Chas Jas, Lupus-st, Pimlico, Ironmonger. Feb 18. Conv. Reg March 4.
Peat, Jas, Horton Kirby, Kent, Grocer. Feb 26. Asst. Reg March 7.
Philpott, John, Long-lane, Smithfield, Cheesemonger. March 3. Comp. Reg March 7.
Robins, Geo Barrell, Gosport, Comm Agent. March 5. Comp. Reg March 8.
Roughsedge, Fredk, Bristol, Accountant. Feb 23. Conv. Reg March 7.
Scott, Jacob, Wilsden, York, Worsted Spinner. Feb 8. Conv. Reg March 4.
Simpson, Abraham, Manch, Bookbinder. Feb 26. Asst. Reg March 7.
Taylor, Wm, Horsforth, York, Cloth Manufacturer. Feb 13. Asst. Reg March 7.
Todd, Wm, Huddersfield, Waste Dealer. Feb 10. Conv. Reg March 7.
Wall, Alf, and Chas Wall, Bradford, Woolstaplers. Feb 26. Comp. Reg March 7.
Walker, Geo, Lindley, nr Huddersfield, Cloth Manufacturer. Feb 6. Conv. Reg March 5.
Woodruff, Danl Chas, Leicester, Commission Agent. Feb 26. Conv. Reg March 5.

Bankrupts.

FRIDAY, March 4, 1864.

To Surrender in London.

Adams, Hy, Pond-pl, Chelsea, Mason. Pet March 2 (for pau). March 19 at 11. Aldridge.
Archard, Matthew, Jewry-st, Aldgate, Carman. Pet Feb 29 (for pau). March 16 at 1. Aldridge.
Baum, Wm, Duke-st, Lincoln's-inn-fields, out of employ. Adj Feb 22. March 16 at 12. Atkinson, Bow-st.
Bird, Matthew, Battersea-sq, Battersea, Tailor. Pet March 1 (for pau). March 16 at 1. Aldridge.
Butcher, Wm Frodk, Lower Symonds st, Chelsea, out of business. Pet March 1 (for pau). March 19 at 11. Aldridge.
Campbell, Thos Mark, Mason-st, Old Kent-rd, Saddler. Pet March 1 (for pau). March 22 at 12. Aldridge.
Carrington, Robt Chas, Talbot-villas, Hammersmith, Clerk in the Admiralty. Pet Feb 29. March 22 at 11. Lamb, Gray's-inn sq.
Childe, Maria Louisa, Woolsthorpe House, Wright's-lane, Kensington, Schoolmistress. Pet Feb 26. March 15 at 2. Lawrance & Co, Old Jewry-chambers.
Clifford, Jesse, Bronti-pl, Walworth, Cook. Pet March 2 (for pau). March 22 at 12. Aldridge.
Cole, Jas, Rupert-st, Middlesex, Carver and Gilder. Pet Feb 27. March 22 at 11. Belfrage, Lincoln's-inn-fields.
Dones, Jas, Baron-st, Pentonville, Plumber. Pet Feb 27 (for pau). March 22 at 11. Aldridge.
Edwards, Joshua Ashworth, Muscovy-ct, Tower-hill, Comm Merchant. Pet March 1. March 15 at 11. Cowdell & Grundy, Abchurch-lane.
Gidner, Thos Wm, Gipsy-hill, Norwood, Baker. Pet Feb 27. March 15 at 2. Jones, King's Arms-yard.
Godbolt, Geo, Brockdish, nr Scole, Norfolk, Builder. Pet March 1. March 16 at 12. Marshall & Son, Hatton garden.
Hendon, Chas, Euston-rd, Builder. Pet March 2. April 4 at 11. Tereday, Bedford-row.
Holdsworth, Lionel, Charles-st, Paddington, Shipowner. Pet Feb 29. March 21 at 2. Barker, Furnival's inn.
Jarvis, John Clarke Lloyd, Crookham, nr Farnham, out of business. Pet Feb 29. March 19 at 12. Doyle, Verulam-bldgs.
Klyberg, John Cornelius, Glasshouse-st, Regent st, Assistant to a Bootmaker. Pet March 2 (for pau). April 4 at 11. Aldridge.
Mayhew, Wm, Oakley-st, Chelsea, Surgeon's Assistant. Pet March 1 (for pau). April 4 at 11. Aldridge.
Maximos, Paul Demetrius, St Mary at-hill, London, Comm Agent. Pet March 3. March 19 at 12. Lawrence & Co, Old Jewry-chambers.
McKenzie, John, Devonshire-st, Bishopsgate, Merchant. Pet Feb 29 (for pau). March 22 at 11. Aldridge.
McMillian, Jas, Epsom, Painter. Pet Feb 29. March 21 at 1. Michael, Barge-yd.
Moate, Fredk Edw, and Peter McKinnon, St George's-st East, Outfitters. Pet Feb 29. March 16 at 12. Wood & Ring, Basinghall-st.
Nash, Richd Tasker, Billingsgate-market, Fish Salesman. Pet Feb 29. March 21 at 2. Kent, Cannon-street West.
Percy, John Luke, Roehampton-pl, Vauxhall, Builder. Pet March . March 16 at 1. Nichols & Clark, Cook's-ct.
Poland, John, Brecknock-crescent, Camden-town, Dealer in Fancy Goods. Pet March 1 (for pau). March 22 at 12. Aldridge.
Roxburgh, Archibald Gideon, Milton-ter, Wandsworth, Parliamentary Agent. Pet March 1. March 19 at 1. Heathfield, Lincoln's-inn-fields.
Rust, Joseph John, Goswell-rd, Clerkenwell, Tailor. Pet March 1. March 16 at 12. Lund, Castle-st.
Smith, John, Southsea, Caulker. Adj Feb 22. March 19 at 11. Aldridge.
Spanier, Adolphus Moses, Minories, Merchant. Adj Feb 18. March 19 at 1. Aldridge.
Thornton, John Hy, New Church-st, Lisson-grove, Jeweller. Pet Feb 29. March 16 at 12. Lewis, Gt Marlborough-st.
Wainwright, John Westlake, Marylebone-rd, Middx, Clerk. Pet Feb 29. March 19 at 12. Munday, Essex-st.

To Surrender in the Country.

Ackroyd, Edwd, Gilderstone, nr Leeds, Colliery Owner. Pet Feb 29. Leeds, March 21 at 11.15. North & Sons, Leeds.
Abel, Thos, sen, Worcester, Blacksmith. Pet Feb 29. Worcester, March 19 at 11. Wilson, Worcester.
Avison, David, Thornton, nr Pickering, Jobber. Pet March 1. New Malton, March 16 at 12. Jennings, Pickering.
Bath, Jas Long, Bath, Watchmaker. Pet Feb 26. Bath, March 16 at 11. Bartrum, Bath.
Blundell, Martha, Brighton, Professor of Music. Pet Feb 29. Brighton, March 19 at 11. Lamb, Brighton.
Broadstock, Jas, Gloucester, Baker. Pet March 1. Gloucester, March 14 at 12. Hulls, Gloucester.
Bussens, Jas, Coltishall, Norfolk, Blacksmith. Pet Feb 29. Aylsham, March 15 at 3. Sadd, jun, Norwich.
Clarke, John, Hulme, Manch, Butcher. Pet Feb 29. Salford, March 19 at 9.30. Gartside, Manch.
Dawkins, Morgan, Eglwysilan, Glamorgan, Grocer. Pet Feb 24. Bristol, March 18 at 11. Wilcocks, Cardiff, and Henderson, Bristol.
Dawson, Jas, Kirby Moorside, York, Plumber. Pet March 2. Stockton-on-Tees, March 16 at 2. Dobson, Middlesborough.
Day, Wm, Canterbury, Victualler. Adj Feb 19 (for pau). Canterbury, March 23 at 11.
Donald, Alexander, Shuttleworth-cum-Walmersley, nr Bury, Bleacher. Pet March 2. Manch, March 18 at 12. Atkinson & Co, Manch.
Donkersley, Joseph, Lockwood, York, Shopkeeper. Pet Feb 9. Huddersfield, March 21 at 10. Dransfield, Huddersfield.
Eddy, Geo Monday, Topsham, Devon, Licensed Victualler. Pet March 2. Exeter, March 16 at 11. Floud, Exeter.
Goldfinch, Edwd Thos, Freemantle, Southampton, Chemist. Pet Feb 27. Southampton, March 16 at 12. Lobb, Southampton.
Graham, Wm, Maryport, Shipowner. Pet Feb 29. Cockermouth, March 14 at 3. Hayton, Cockermouth.
Hall, Jas, Lockwood, Almondbury, York, Druggist's Assistant. Pet Feb 9. Huddersfield, March 21 at 10. Dransfield, Huddersfield.
Hare, Geo, Goxhill, Lincoln, Blacksmith. Pet Feb 27. Barton-on-Humber, March 16 at 11. Mason, Barton.
Harrison, Joseph Moseley, Huddersfield, Innkeeper. Pet Feb 27. Huddersfield, March 21 at 10. Learoyd, Huddersfield.
Holding, Hy Geo, Hulme, Manch, Beerseller. Pet March 1. Salford, March 19 at 9.30. Boote, Manch.
Holland, John, & Thos Burgess, Leicester, Boot Manufacturers. Pet March 2. Birm, March 23 at 11. Stevenson, Leicester, and James & Griffin, Birm.
Howlett, Wm, Weston-super-Mare, and Swindon, Wilts, Victualler and Builder. Pet March 1. Bristol, March 18 at 11. Bradford & Foote, Swindon, and Clifton & Brooking, Bristol.
Hutchinson, Alfred Wm, Manch, Crinoline Manufacturer. Pet Feb 27. Manch, March 16 at 12. Boote, Manch.

Ince, John, Catshill, nr Bromsgrove, Butcher. Pet Feb 29. Bromsgrove, March 18 at 11. Bentley, Worcester.
Ingall, Isaac, Newark-upon-Trent, Fishmonger. Pet March 1. Newark, March 16 at 12. Ashley, Newark.
Jenkins, Edwd Llewellyn, Swansea, Grocer. Pet Feb 19. Bristol, March 18 at 11. Field, Swansea, and Press & Inskip, Bristol.
Jenkins, Leoline Cook, Birm, Factor. Pet Feb 27. Birm, March 14 at 12. Reeves, Birm.
Kelly, Jas, St Helen's, Lancaster, Collector, &c. Adj Aug 19. St Helen's, March 18 at 11. Marsh, St Helen's.
Knibb, John Wm, Lpool, Auctioneer. Pet Feb 29. Lpool, March 17 at 11. Worship, Lpool.
Lewis, John, Shrewsbury, out of business. Pet Feb 29. Shrewsbury, March 17 at 11. Davies, Shrewsbury.
Mawdsley, Jas, Castle Northwich, Chester, Schoolmaster. Pet Feb 29. Northwich, March 16 at 10. Bent, Castle Northwich.
Meager, Geo, Chatham, Blacksmith. Pet Feb 29. Rochester, March 15 at 3. Hayward, Rochester.
Middleham, Edwin Pawson, Little Smeaton, nr Northallerton, Farmer. Pet March 1. Leeds, March 21 at 11.15. Simpson, Leeds.
Newton, Ralph Martin, Rugby, Innkeeper. Pet Feb 25. Birm, March 17 at 12. Wratislaw, Rugby, and Allen, Birm.
Parkins, Isaac Sudbury, Blackburn, Comm Agent. Pet Feb 29. Blackburn, March 21 at 1. Walton, Blackburn.
Payne, Mary Ann, Hove, Sussex, Beerseller. Pet Feb 25. Brighton, March 15 at 11. Mills, Brighton.
Russell, Ann, Gateshead, Boarding-house Keeper, Widow. Adj Feb 17. Newcastle-upon-Tyne, March 14 at 12. Hoyle, Newcastle-upon-Tyne.
Terrett, Geo, Droitwich, Gardener. Pet Feb 29. Droitwich, March 17 at 12. Devereux, Worcester.
Shaw, Thos, Sidebotham Fold, Staley, Chester, Farmer. Pet March 2. Manch, March 18 at 11. Reddish, Manch.
Slater, Jas, Nottingham, Lace Maker. Pet March 1. Nottingham, March 23 at 11. Cowley & Everall, Nottingham.
Smith, Thos, Sheepshed, Leicester, Saddler. Pet Feb 29. Loughborough, March 21 at 10. Coope, Loughborough.
Snelson, Wm, Lpool, Builder. Pet March 2. Lpool, March 17 at 11. Remington, Lpool.
Snelson, Wm, Crewe, Furniture Broker. Pet March 1. Nantwich, March 7 at 10. Salt, Crewe.
Ward, Hy, Sheffield, Potatoe Dealer. Pet March 1. Sheffield, March 16 at 2. Pattison, Sheffield.
Webb, Thos, Wolverhampton, Victualler. Pet March 1. Wolverhampton, March 22 at 12. Cresswell, Wolverhampton.
Whittington, Henry, Egmonton, Nottingham, Farmer. Pet Feb 29 (for pau). Nottingham, March 23 at 11. Maples, Nottingham.
Wibberley, Saml, Calverton, Nottingham, Butcher. Pet March 1. Nottingham, March 23 at 11. Smith, Nottingham.
Williams, Wm, Carmarthen, Shoemaker. Pet March 1. Carmarthen, March 12 at 10. Jeffries, Carmarthen.
Williamson, Christopher, Paddock, nr Huddersfield, Chemist. Pet Feb 22. Huddersfield, March 21 at 10. Freeman, Huddersfield.
Wilson, Wm Ashley, Lpool, Engineer. Pet March 1. Lpool, March 17 at 11. Hindle, Lpool.
Woodhead, Chas, Hulme, Lancaster, Draper. Adj Jan 21. Salford, March 19 at 9 30. Gardner, Manch.

TUESDAY, March 8, 1864.

To Surrender in London.

Aird, Allan, Hamilton-mews, Bayswater, Labourer. Pet March 3 (for pau). March 22 at 1. Aldridge.
Allen, Wm, Ironmonger-row, St Luke's, Builder. Pet March 1. March 22 at 1. Marshall, Lincolns-inn-fields.
Attrill, Wm, Sandown, Isle of Wight, Builder. Pet March 4. March 23 at 12. Urry, Newport, Isle of Wight.
Barnett, Abraham, Houndsditch, Glass Merchant. Pet March 2. March 22 at 11. Hope, Ely-pl.
Beauchamp, Henry John, Warner-pl, Hackney, Paper Stainer. Pet March 5. March 22 at 1. Hutson, Upper Clifton-st, Finsbury.
Beaven, Edwin, Park-ter, Regent's-park, Cabinet Maker. Pet March 5. March 22 at 12. Hope, Ely-pl.
Bettle, Jonathan, Berkhampstead, Schoolmaster. Pet March 4. March 22 at 12. Forbes & Horwood, Warnford-ct.
Bramley, Jas Edw, Coronation-pl, Stoke Newington, House Decorator. Pet March 4. March 22 at 12. Pope, Austin-friars.
Bretton, Wm Hardcastle, Steeple Aston, Oxford, Victualler. Pet March 4. March 22 at 12. Gibbs & Tucker, Lothbury.
Brooks, Danl, Poplar, Beerseller. Pet March 5. March 22 at 1. Loxley, & Morley, Cheapside.
Bryan, Jane Eliz, Daventry, Innkeeper. Pet March 7. March 22 at 1. Kingdon & Williams, Lawrence-lane, for Shield & White, Northampton.
Chandler, John Fowler, Loughborough-rd, Brixton, Florist. Pet March 4. March 22 at 11. Pittman, Upper Stamford-st.
Cork, Edwin Brook, Stratford, Baker. Pet March 4. March 22 at 11. Spiller, South-pl, Finsbury.
Costar, Jas, Shepherd-st, Spitalfields, Victualler. Pet March 3. March 22 at 1. Pawle & Lovesy, New-inn.
Davies, Wm Brissett, Union-ct, London, Attorney-at-Law. Pet March 4. March 22 at 12. Beard, Basinghall-st.
Dolby, Wm, Rotherfield, Sussex, Farmer. Pet Feb 25. March 22 at 1. Chidley, Old Jewry.
Ellis, Jas, Dean-st, Soho, out of business. Pet March 3 (for pau). March 22 at 12. Aldridge.
Foxcroft, Wm Joseph Mortimer, Pear Tree-ct, Clerkenwell, Cabinet Maker. Pet March 3 (for pau). March 22 at 12. Aldridge.
Frieake, Geo Robt, & Thos Jas Gathercole, Mark-lane, Engineers. Pet March 3. March 22 at 12. Plews, Mark-lane.
Grainger, Joseph, City-rd, Builder. Pet March 3. March 22 at 12. Peverley, Coleman-st.
Ham, John, New Union-st, Cripplegate, Cabinet Maker. Pet March 3 (for pau). April 4 at 11. Aldridge.
Heath, John, Pulborough, Sussex, Farmer. Pet March 2. March 22 at 12. Lawrance & Co, Old Jewry-chambers.
Leete, John, Gt Carter-lane, London, Solicitor. Pet March 2. March 22 at 1. Lawrence & Co, Bread-st.
Peermohamed, Allarukhia, King William-st, Merchant. Pet March 3. March 22 at 11. Chidley, Old Jewry.
Radford, Alfred, Pety Cury, Cambridge, Butcher. Pet March 3. March 22 at 1. Langford & Marsden, Friday-st.
Roberts, John, Upnor, nr Rochester, Manufacturer of Terra Cotta. Pet March 4. March 22 at 2. Chidley, Old Jewry.
Shadbolt, Wm. Bolton-rd, Kensington, Bootmaker. Pet March 3. March 22 at 11. Marshall & Son, Hatton-garden.
Smith, Timothy John Sydney, Park-walk, Fulham, Glass Dealer. Pet Feb 29 (for pau). March 22 at 12. Aldridge.
Soares, Julio, Bishopsgate-st within, Wine Merchant. Pet Feb 18. March 22 at 11. Andrews & Co, White Hart-ct, Lombard-st.
Spensley, Wm, Alderman's-walk, London, Silk Broker. Pet March 5. March 19 at 1. Willoughby & Co, Clifford's-inn.
Underwood, John, Wilderness-lane, London, Gas Fitter. Pet March 3. March 22 at 1. Drew, New Basinghall-st.
Westrip, Geo, Peter-st, Walworth, Cab Proprietor. Pet March 5. March 22 at 1. Wood, Symond's-inn.
Willis, John, & Walter Smith, Pentonville-rd, Fishmongers. Pet March 3. March 22 at 1. Pearce, Giltspur-st.

To Surrender in the Country.

Akrill, John, Horncastle, Lincoln, Boot Maker. Pet March 4. Horncastle, March 18 at 11. Tweed, Horncastle.
Ashford, Wm, Kingston-upon-Hull, Fisherman. Pet March 4. Kingston-upon-Hull, March 19 at 11. Iveson, Hull.
Barker, Jemima Louisa, Hanley, Stafford, Beerseller. Pet March 4. Newcastle-under-Lyme, March 19 at 10. Lichfield, Newcastle-under-Lyme.
Blakeway, Wm, Harborne, Stafford, out of business. Pet March 2. Birm, April 11 at 12. Smith, Birm.
Booth, Jas, Rawtenstall, Lancaster, Cabinet Maker. Pet March 2. Haslingden, March 22 at 12. Woodcock, Haslingden.
Bower, Christopher, Bakewell, Derby, Victualler. Pet March 2. Bakewell, March 19 at 11. Neal, Matlock.
Burfield, Mary Anne, Llangattock, Brecon, Widow. Pet March 3. Crickhowell, March 24 at 11. Lewis, Crickhowell.
Burl, Wm, Ripley, Surrey, Tailor. Pet March 2. Guildford, March 19 at 12. Marshall, Hatton-garden.
Butler, Wm, Birm, Sword Scabbard Maker. Pet Feb 29. Birm, March 22 at 10. Parry, Birm.
Clarke, Geo, Alton, Hants, Victualler. Pet March 4. Alton, March 23 at 1. White, Dane's-inn.
Cole, Richd, Hulme, Manch, Boot Maker. Pet March 4. Salford, March 19 at 9.30. Seddon, Manch.
Cottam, Edwd, Shrewsbury, Grocer. Pet March 4. Shrewsbury, March 22 at 11. Davies, Shrewsbury.
Courneuve, Ernest Thos de la, Cardiff, Shipbroker. Pet March 5. Bristol, March 24 at 11. Henderson, Bristol.
Crixson, John, Raglan, Monmouth, Keeper of Raglan Castle. Pet March 4. Bristol, March 18 at 11. Atchley, Bristol.
Davies, Edwd, Bagillt, Flint, Victualler. Pet March 4. Holywell, March 19 at 11. Eyton, Flint.
Dawson, Jas Hy, Birm, Baker. Pet March 3. Birm, March 22 at 10. Duke, Birm.
Day, Hy, Weston-super-Mare, Builder. Pet March 1. Weston-super-Mare, March 18 at 12. Smith & Raby.
Ellery, Thos, Highside, nr Hexham, Farmer. Pet March 1. Hexham, March 19 at 11. Taylor, Hexham.
Farren, Benj, Colchester, Plumber, &c. Pet March 1. Colchester, March 19 at 12. Jones, Colchester.
Ford, Malachi Hy, Bradford, Linen Draper. Pet March 3. Leeds, March 21 at 11.15. Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.
Gore, Hy, Hereford, Shopkeeper. Pet March 3. Hereford, April 5 at 10. Garrold, Hereford.
Grand, Alfred, Scarborough, Fisherman. Pet Feb 10. Scarborough, March 29 at 10. Cornwall, Scarborough.
Griffiths, Wm Higford, Chipping Campden, Attorney and Solicitor. Pet March 5. Bristol, March 19 at 11. Smith, Birm.
Harrison, Alex, jun, Birchfield, Stafford, Clerk to a Solicitor. Pet March 2. Birm, March 22 at 10. Parry, Birm.
Jacobs, John, Norwich, Butcher. Pet March 5. Norwich, March 21 at 11. Sadd, Norwich.
Jennings, Thos, Birm, Milk Seller. Adj Jan 23. Birm, March 22 at 10.
Levy, Mark, Birm, Tailor. Pet March 5. Birm, April 11 at 12. East, Birm.
Matthews, Herbert, Sunderland, Haberdasher. Pet March 4. Newcastle-upon-Tyne, March 23 at 12. McRae, Sunderland.
Melling, Edwin, Farnworth, Lancaster, Bolt Manufacturer. Pet March 4. Bolton, March 23 at 11. Edge, Bolton.
Morgan, John, St Helen's, Lancaster, Beerseller. Pet March 4. St Helens, March 22 at 11. Beasley, St Helen's.
Myers, Maurice, Birm, Tobacconist. Pet Feb 17. Birm, March 21 at 12. Burkitt, Kenilworth, and Hodgson & Son, Birm.
Nixon, John, Newcastle-upon-Tyne, Photographer. Pet March 4. Newcastle, March 19 at 12. Scaife & Britton, Newcastle-upon-Tyne.
Purchell, Jas, Speenhamland, Berks, Carpenter. Pet March 3. Newbury March 23 at 11. Cave, Newbury.
Reid, Thos Lockhart, Coventry, Seedsman. Pet March 3. Coventry, March 23 at 3. Smallbone, Coventry.
Roberts, Richd, Bangor, Writing Slate Manufacturer. Pet March 5. Lpool, March 19 at 11. Evans & Co, Lpool.
Seanor, John, Mold, Flint, Publican. Pet Feb 27. Mold, March 18 at 10. Cartwright.
Seeley, Jas, Birm, Draper's Manager. Pet March 1. Birm, March 22 at 10. Parry, Birm.
Sexton, Wm, Colchester, Pork Dealer. Pet March 5. Colchester, March 19 at 12. Jones, Colchester.
Stanton, Thos, Birm, Boot Dealer. Pet March 5. Birm, April 15 at 12. Brown, Birm.
Symmonds, Joseph, Wilnecote, Warwick, Beerseller. Pet March 3. Tamworth, March 14 at 10. East.
Turner, John Clues, Birm, Farmer. Pet March 3. Birm, April 11 at 12. Powell & Son, Birm.
Turner, John Kent, Frank Wm Marriott, & John Jepson, Sheffield, Merchants. Pet Feb 27. Leeds, March 26 at 10. Smith & Burdekin, Sheffield.
Warker, Ralph, Askrigg, N Riding, York, Butcher. Pet March 4. Leyburn, March 18 at 11. Sadler, Thoralby.
Williams, Joseph, Longton, Stoke-upon-Trent, Beerseller. Pet March 5, Stoke-upon-Trent, March 26 at 11. Tennant, Hanley.

Williams, Thos, Withington, Salop, Beerseller. Pet March 4. Shrewsbury, March 22 at 11. Davies, Shrewsbury.

BANKRUPTCIES ANNULLED.

TUESDAY, March 8, 1864.

Briggs, John, Bradford, Corn Miller. March 3.
Levy, Newman, & John Thackrah, Artillery-st, London, Wholesale Clothiers. March 4.
Waddell, Philip, Old Fish-st-hill, London, Foreign Glass Importer. March 5.

ESTATE EXCHANGE REPORT.

AT THE MART.

March 8.—By Mr. MURRELL.

Freehold residence, situate No. 13, York-place, Albion-road, Stoke Newington—Sold for £1,270.

Leasehold, two residences, being Nos. 1 & 2, Church-road, De Beauvoir-square, Kingsland; term, 72 years from Lady-day, 1841; ground-rent, £9 per annum; let at £69 per annum—Sold for £535.

Leasehold, two residences, Nos. 3 & 4, Church-road, De Beauvoir-square; similar term and ground-rent; let at £70 per annum—Sold for £620.

Leasehold house, situate No. 33, Charles-street, Islington; held for a term of 97 years from Christmas, 1852, at a ground-rent of £3 per annum; let at £22 per annum—Sold for £185.

By Messrs. FOSTER.

Leasehold, a profit rent of £151 8s. per annum for 32½ years from Lady-day, 1864, secured on a house and shop, situate No. 10, Bruton-street, Bond-street—Sold for £2,090.

Leasehold dwelling-house and shop, situate No. 36, High-street, Notting-hill; held for a term, of which 57 years are unexpired, at a ground-rent of £5 per annum, and underleased until 1865 at the rent of £60 per annum—Sold for £1,290.

Leasehold house and shop, No. 38, High-street, Notting-hill; held for a similar term and at same ground-rent, and underleased until 1870 at a rent of £42 per annum—Sold for £830.

March 9.—By Messrs. DEBENHAM & TEWSON.

Leasehold stabling, with workshops and premises, forming the whole of Lion-in-the-wood yard, Wilderness-lane, and a house adjoining, being No. 37, Wilderness-lane, Dorset-street, Fleet-street; let at rentals amounting to £298 17s. per annum; held for a term of 36 years unexpired, at a ground-rent of £90 per annum—Sold for £2,170.

By Messrs HAKES & SHAKELL.

Leasehold, two dwelling-houses, situate Nos. 9 and 10, Marsden-terrace, Malden-road, Kentish-town; held for an unexpired term of 83 years at £12 12s. ground-rent, and producing £62 8s. per annum—Sold for £150 each house.

March 10.—By Mr. NEWBON.

Freehold estate, known as Terwick, situate near Petersfield, Sussex, comprising residence, farm-buildings, and about 78 acres arable land—Sold for £4,000.

By Mr. MARSH.

Freehold estate, comprising Nos. 5 to 9, Benjamin-street, Red Lion-street, Clerkenwell; let on lease for 40 years unexpired, at £99 10s. per annum—Sold for £2,035.

Leasehold, seven houses, Nos. 1 to 7, Surrey-place, Deptford Lower-road; term, 90 years from September, 1826; ground-rent, £21 per annum; let at rents amounting to £163 10s. per annum—Sold for £1,600.

Freehold, three houses, manufacturing premises, yards, sheds, stables, and other buildings, situate in Salisbury-street and Marigold-street, Bermondsey—Sold for £1,350.

Freehold house, No. 6, Marigold-street—Sold for 290.

Freehold ground-rent of £10 10s. per annum, secured on a house and garden, No 7, Millpond-street, Bermondsey—Sold for £205.

Freehold business premises, situate Nos. 12 & 13, Bermondsey-wall, Bermondsey; let for a term expiring at Christmas 1874, at £42 per annum; and, at the expiration of that period, for a term of 21 years at £50 per annum—Sold for £860.

Freehold, two houses, situate No. 7, & 8, Swan-lane, Rotherithe, producing £36 per annum—Sold for £440.

The New Dock Inn and premises adjoining, situate in Church-street, and Neptune street, Rotherithe—Sold for £460.

Leasehold, nine houses situate Nos. 1 to 9, Somerset-place, Deptford Lower-road, let at rents amounting to £135 4s. per annum; held for a term of 61 years from March, 1810; ground rent, £17 10s.—Sold for £345.

Freehold house and shop, No. 14, Albion-street, Deptford Lower-road—Sold for £315.

Freehold ground-rent of £15 10s. per annum; secured on property in St. John's-place, York-street, and Adam and Eve-court, Rotherhithe—Sold for £310.

Leasehold house, No. 129, New Church-street, Bermondsey; term 62 years from June, 1824; ground-rent, £5 per annum; let at £26 per annum—Sold for 135.

Leasehold, the adjoining house, No. 128, New Church-street; term, 62½ years from December, 1824; ground-rent, £5; let at £26 per annum—Sold for £135.

Leasehold, three houses, Nos. 118 to 120, New Church-street; term 60 years from June, 1827; ground-rent, £10; let at £77 10s. per annum—Sold for £410.

Freehold, two ground rents of £10 each, secured on premises in Marine-street, Bermondsey—Sold for £215 each.

Freehold, two houses situate Nos. 14 and 15, Marine-street, and a cottage and premises in the rear, also two ground rents of £1 15s. each—Sold for £700.

A redeemed freehold land tax of £4 6s. 8d. per annum arising out of property in Castle-street Southwark—Sold for £85.

Freehold plot of building land, situate in New-street, Deptford—Sold for £75.

AT GARRAWAY'S.

March 9.—By Mr. G. A. BROWN.

The lease and possession of the Northampton Arms public-house, situate at the corner of Northampton-street, and Suffolk-street, Cambridge-road, Mile End, together with the house adjoining—Sold for £1,380.

The lease and goodwill of The Angel, wine and spirit establishment, situate in Angel-court, Throgmorton-street—Sold for £1,400.